



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

Tuesday, January 20, 2015
Council Room, 2nd Floor, City Hall, 4:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
Tim Whaley, Community and Government Relations Director
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. Parks and Recreation Update – Kitty Frazier
4. Work Session Tickler
5. Review of Items on January 20, 2015 Business Meeting Agenda
6. Adjourn

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



Work Session Tickler
January 20, 2015

Special Projects

Brickyard Park Ball Fields

David Mason

The Ballpark construction contract with Denark Construction includes alternates 2 & 3 plus change order No. 1 for a total contact amount of \$3,732,038. The concession stand roof and second floor framing are underway. All of the sports lighting poles are now standing. Fields 1 and 2 are ready for topsoil installation as soon as the weather clears and the ground dries enough to work on. Fields 3 and 4 should also have their irrigation systems ready by the time topsoil begins on 1 & 2. The sod supplier recommends at least 30 days of growing time before play which makes the beginning of March our target to complete sod installation.

Chris McCartt will provide an update to the Board at each meeting regarding progress, budget, etc. and will be available to answer questions as needed.

Aerial Photo, December 30th.



Centennial Baseball Field
Kingsport, Tennessee

DATE: Dec 30, 2014

Brickyard Ball Park Fields continued



Fire Training Ground

Chief Dye

(No Updates.)

We are ready to put out to bid the Burn Building/Training Tower! This should happen in January. Plans are to add storage facilities, classroom facilities, etc.

Several props will be on concrete slabs and we are looking at where to place them.



Carousel

Morris Baker

As of 1/14/15 - The Carousel Project continues to progress. The heat pump units have been set in place and should be operational within the week. Brick on the roundhouse and gift shop has been finished and is set to be cleaned. Garage Door openings have been roughed in and doors are set to be installed Friday (1/16). The electrical rough in is 90 percent complete.

The Carousel Fine Craft Show will be held the weekend of March 20 – 22 at the Kingsport Farmers Market. Tickets to the opening night Brass Ring Gala are \$50 per person (Friday March 20, 6 – 9) and include admission all weekend long. The Brass Ring Gala will feature the band 'My New Favorites'. Guests will be treated to array gourmet festival foods presented in lively celebratory atmosphere. Over 25 premier artisans will have their fine craft on exhibit and be ready to help guests connect to unique heirlooms gifts including pottery, jewelry, baskets, fine furniture and more. This will be the first peek at the assembled Carousel Project which has been over 6 years in the making. Remaining opportunities for sponsorship

Carousel continued

will be highlighted in order to complete fundraising on this community led project that includes over 50,000 volunteer hours by over 300 volunteers.



WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

Engineer: CDM Smith **Tunnel Alignment** (right)

Construction Schedule: March 2015 – January 2017

Project Update: (No updates.)
Plans and specifications have been submitted to
Regulatory and funding agencies for approval.
Received TVA 26a permit.



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

The Kingsport Employee Wellness Center opened 6/26/13. Calendar year 2014 utilization is 95.5%, and of those, 55.2% were active employees, 4.6% were retirees, 35.5% were dependents, 0.3% were

Kingsport Employee Wellness continued

Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are 56 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees. Utilization January 2 through January 13, 2015, is 100%, and of those, 23.1% were government active, 32.1% were school active, 2% were government retirees, 3.2% were school retirees, 16.6% were government dependents, 15.6% were school dependents, 4.2% were extended patient visits, and 3.2% were no-shows. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. We expect utilization to level out by mid-February and will re-evaluate center hours at that time.

Worker's Compensation

There were two recordable cases in December, 2014; both were medical only, caused by the action of others. Reporting will be included with the February 16 BMA packet.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of November was \$1,340,457 which was \$13,754 under budget and \$78,494 above last year's actual. The Year to Date Total is \$104,969 over budget and \$302,172 over last year which is a 4.7% increase over last year's actual for the first quarter.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, January 20, 2015

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy S. Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
Tim Whaley, Community & Government Relations Director
George DeCroes, Human Resources Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – New Vision Youth

II.B. INVOCATION – Pastor Richard Dice, Christ Church, Kingsport

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Presentation to Citizen – Chief Quillin

V. APPROVAL OF MINUTES

1. Work Session – January 5, 2015
2. Business Meeting – January 6, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 10-2015)
 - Public Hearing

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance (AF: 04-2015) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Approval of Offer for Easement and Right-of-Way for the Dunbar Street Water Line Extension Project (AF: 17-2015) (Ryan McReynolds)
 - Approve Offer
2. Purchase of Real Property from Jerry B. and Patsy Byerley for Stormwater Control in the Reedy Creek Drainage Basin (AF: 18-2015) (Stephen Robbins)
 - Resolution
3. Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements (AF: 14-2015) (Ryan McReynolds)
 - Resolution
4. Establish Fees for Kingsport Public Library Media Station and Study Space (AF: 15-2015) (Morris Baker)
 - Resolution
5. Condemn for Easements and Right-of-Ways for Phase II of the West Sullivan Street Road Widening Project (AF: 23-2015) (Mike Billingsley)
 - Resolution
6. License Agreement with TDOT Related to Right-of-Way Use for SR 126 (Wilcox Dr.) Sidewalk Improvements (AF 19-2015) (Ryan McReynolds)
 - Resolution

7. Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 11-2015) (Jeff Fleming / John Moser)
 - Resolution
8. Option for a Ground Lease and the Cooperation Agreement with the Kingsport Housing and Redevelopment Authority for the Lee School Property (AF: 21-2015) (Jeff Fleming / Mike Billingsley)
 - Resolution
9. Agreement with Dick's Sporting Goods for 2015 Parks and Recreation Baseball/Softball Programs (AF: 09-2015) (Morris Baker)
 - Resolution
10. Detailed Bond Resolution Authorizing the Issuance of Not to Exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee (AF: 24-2015) (Jim Demming / Jeff Fleming)
 - Resolution

E. APPOINTMENTS

1. Reappointment to the Historic Zoning Commission (AF: 13-2015) (Mayor Phillips)
 - Reappointment
2. Reappointment to the Construction Board of Adjustments and Appeals (AF: 12-2015) (Mayor Phillips)
 - Reappointment
3. Reappointment to the Kingsport Housing and Redevelopment Authority (AF 16-2015) (Mayor Phillips)
 - Reappointment
4. Appointment to the Visitor Enhancement Program Advisory Board (AF: 22-2015) (Mayor Phillips)
 - Appointment

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, January 5, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips	
Vice-Mayor Mike McIntire	Alderman Andy Hall
Alderman John Clark	Alderman Tom C. Parham
Alderman Colette George	Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.

3. LEE APARTMENTS / D-B EXCEL / SCHOOL MAINTENANCE FACILITY PRESENTATION. Ms. Maria Catron, Deputy Director for Kingsport Housing and Redevelopment Authority, gave a presentation on the transformation plan for the midtown neighborhood through a time-sensitive grant. She gave details on the redevelopment of the Lee Apartments property, noting they hope is the city will donate the property similar to the Riverview Community redevelopment project. School Superintendent Dr. Lyle Ailshie then gave details on the need for the relocation of the Cora Cox Academy and the school maintenance building if the grant is received and property is transferred. He pointed out that Cora Cox is on the capital improvement list to be moved soon. City Manager Fleming explained this item was not yet on the agenda but if it was added, the BMA would be committing to vacate Cora Cox if the grant was received. There was considerable discussion on this item.

NOTE: Item VI.D.2 from the regular business meeting agenda was discussed at this time to accommodate representatives in the audience. The regular work session agenda resumed thereafter.

4. **AUDIT PRESENTATION.** Mr. Richard Linen from Brown Edwards provided details on the 2014 audit findings, pointing out that all in all it was a very good report. City Recorder Demming pointed out that staff expects the city to receive the TGFOA award also. Some discussion followed.
5. **WORK SESSION TICKLER.** There was no discussion on this item.
6. **REVIEW OF AGENDA ITEMS ON THE JANUARY 6, 2014 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, January 5, 2015

VI.B.1 Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance (AF: 04-2015). Alderman Segelhorst commented on a prior concern of spending half a million dollars to save \$28,000 a year. He stated after receiving further details he has no issue with this item. Water/Wastewater Manager Niki Ensor explained the scope of this project and the benefits it will provide. Assistant City Manager for Operations Ryan McReynolds gave further details and answered questions.

VI.C.5 Amending Various Code Sections Pertaining to Beer Permits (AF: 284-2014). Alderman Segelhorst questioned the ability for a brewery to sell a growler of beer if the patron consumed on premises. City Attorney Billingsley confirmed they could not do so as the code reads now, although it is not state law. The board requested the language be amended for manufacturers only to allow off-premise sales as well as on-premise consumption.

VI.D.1 Offers for Easements and Right-of-Ways for the Chadwick/Tranbarger Drive Improvement Project (AF: 01-2015). City Manager Fleming pointed out this project has been planned for years and is not in conjunction with the Parkway Plaza project.

VI.D.3 Reject All Bids for the Grocery Items and Beverages Bid for School Nutrition (AF: 03-2015). Jennifer Walker, Kingsport City Schools, commented on the issues with this bid and the reasons to bid it back out in order to make a fair assessment.

BOARD COMMENT. None.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:25 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, January 6, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman John Clark
Alderman Colette George
Alderman Andy Hall

Vice-Mayor Mike McIntire
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Ms. Marie Catron - KHRA.
- II.B. **INVOCATION:** Associate Minister Jack Weikel - First Broad Street United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

Motion/Second: Parham/Clark, to approve minutes for the following meetings:

- A. December 15, 2014 Regular Work Session
- B. December 16, 2014 Regular Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.** None.

A. **PUBLIC COMMENT.** Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 6, 2015**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance (AF: 04-2015) (Ryan McReynolds).

Motion/Second: Segelhorst/George, to pass:

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE CLEAN ENERGY GRANT AND BY APPROPRIATING FUNDS FROM THE SEWER FUND BALANCE TO ESTABLISH THE WWTP BLOWER PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning of 708 Beechwood Drive, Located in the Colonial Heights Area (AF: 321-2014) (Ken Weems).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6459, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BEECHWOOD DRIVE FROM R-1B, RESIDENTIAL DISTRICT TO UAE, URBAN AGRICULTURAL ESTATE DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

2. Amend Zoning of the Larry Neil Property, Located off Larry Neil Way (AF: 322-2014) (Ken Weems).

Motion/Second: McIntire/Clark, to pass:

ORDINANCE NO. 6460, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO LARRY NEIL WAY FROM R-3, LOW DENSITY APARTMENT DISTRICT, AND A-1, AGRICULTURAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

3. Amend Zoning of East Main Street Property in Vicinity of the Rail Wye (AF: 323-2014) (Ken Weems).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 6, 2015**

Motion/Second: McIntire/Hall, to pass:

ORDINANCE NO. 6461, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO EAST MAIN STREET FROM M-1, LIGHT MANUFACTURING DISTRICT, AND M-2, GENERAL MANUFACTURING DISTRICT TO B-2, CENTRAL BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

4. Amend Zoning Code Pertaining to Periphery Yard Requirements in a B-4P Zone (AF: 324-2014) (Ken Weems).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6462, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-230(C) BY DELETING THE REQUIREMENT THAT THE DEVELOPMENT-FREE PERIPHERY YARD REQUIREMENT BE ALONG PUBLIC STREETS IN B-4P DISTRICTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

5. Amending Various Code Sections Pertaining to Beer Permits (AF: 284-2014) (Mike Billingsley). Alderman Segelhorst made a motion to amend the ordinance, seconded by Alderman Parham. City Attorney Billingsley read the details and explained the changes will allow for on premise consumption and off premise sale of beer for a manufacturing permit only.

Motion/Second: Segelhorst/Parham, to pass as amended:

ORDINANCE NO. 6463, AN ORDINANCE TO AMEND SECTIONS 6-169, 6-173(e), 6-207 6-208; 6-211 and 6-213 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE TO PROVIDE FOR ADDITIONAL REQUIREMENTS FOR MANUFACTURE AND WHOLESALE OF BEER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

D. OTHER BUSINESS.

1. Offers for Easements and Right-of-Ways for the Chadwick/Tranbarger Drive Improvement Project (AF: 01-2015) (Ryan McReynolds).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 6, 2015

Motion/Second: McIntire/Segelhorst, to approve:

OFFERS FOR EASEMENTS AND RIGHT-OF-WAYS FOR THE CHADWICK/
TRANBARGER DRIVE IMPROVEMENT PROJECT

Passed: All present voting "aye."

2. Agreement for the Pedestrian Bridge as Part of Eastman's Project Inspire (AF: 05-2015) (Jeff Fleming). City Manager Fleming noted the changes since the work session were modifications to improve wording and clarify ownership.

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2015-105, A RESOLUTION APPROVING A CONSTRUCTION AND MAINTENANCE AGREEMENT PEDESTRIAN BRIDGE STRUCTURE CROSSING WILCOX DRIVE WITH EASTMAN CHEMICAL COMPANY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting "aye."

3. Reject All Bids for the Grocery Items and Beverages Bid for School Nutrition (AF: 03-2015) (Jennifer Walker).

Motion/Second: George/Parham, to pass:

Resolution No. 2015-106, A RESOLUTION REJECTING ALL BIDS FOR GROCERY ITEMS AND BEVERAGES FOR THE SCHOOL NUTRITION SERVICES PROGRAM

Passed: All present voting "aye."

4. Acceptance of FY14 Comprehensive Annual Financial Report (AF: 07-2015) (Jim Demming/Mike McIntire). Vice-Mayor McIntire discussed this item, noting Brown Edwards gave the city a clean, unmodified finding which is the highest opinion that can be given for an audit.

Motion/Second: McIntire/Clark, to accept:

FY14 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Passed: All present voting "aye."

5. Intent to Cooperate with the Kingsport Housing and Redevelopment Authority in Its Effort to Obtain a Grant for Redevelopment of the Lee Apartment Property (AF: 06-2015) (Jeff Fleming). The City Manager provided details on this item, noting it was added after discussion at the work session. If the grant is received and the property turned over to KHRA, the city must relocate Cora Cox Academy to equal or better facilities. Discussion ensued about the benefits of this project. Alderman George stated she would vote against this resolution because although Lee Apartments need to be replaced, this did not accomplish that, but it did obligate taxpayers to find a facility for Cora Cox next year whatever the expense.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 6, 2015

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2015-107, A RESOLUTION EXPRESSING AN INTENT TO COOPERATE WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY IN ITS EFFORT TO OBTAIN A GRANT FOR THE REDEVELOPMENT OF THE LEE APARTMENT COMPLEX AND ADJOINING PROPERTY FROM THE TENNESSEE HOUSING AND REDEVELOPMENT AGENCY; COMMITTING THE CITY TO THE FUNDING FOR THE KINGSPORT CITY SCHOOLS DEPARTMENT TO REPLACE THE FACILITIES ON THE PROPERTY THAT WILL BE ACQUIRED BY THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY; APPROVING A LICENSE AGREEMENT PERMITTING THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY AND ITS CONTRACTOR TO ENTER CITY OWNED PROPERTY TO CONDUCT SURVEYS AND OTHER SITE INVESTIGATION RELATING TO THE GRANT; AND AUTHORIZING THE SUPERINTENDENT OF SCHOOLS TO EXECUTE THE LICENSE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSES OF THE LICENSE AND THIS RESOLUTION

Passed: All present voting "aye" except George voting "nay."

E. APPOINTMENTS/REAPPOINTMENTS.

1. **Reappointment to the Sidewalk Board** (AF: 08-2015) (Mayor Phillips).

Motion/Second: McIntire/Parham, to approve:

REAPPOINTMENT OF DR. KATHLEEN BEINE TO SERVE A THREE-YEAR TERM ON THE **SIDEWALK BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON JANUARY 31, 2018.

Passed: All present voting "aye."

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. Alderman Clark wished everyone a Happy New Year. He commented on the great financial report, noting it was a good way to start 2015. Alderman Parham pointed out Kingsport was leading the way in downtown redevelopment, receiving statewide recognition. He also commented on the success of the Aquatic Center and KATS. Vice-Mayor McIntire wished everyone a Happy New Year and reminded citizens to bring in their pets during the cold weather. Alderman Segelhorst congratulated the Finance Department on the audit and gave details on a recent award received by the Dobyns Bennett High School band. Alderman George commented

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 6, 2015**

favorably on the audit and spoke to the dangers of cold weather to pets. Aldermen Hall stated he hoped everyone enjoyed the holidays and was appreciative of the clean audit. Mayor Phillips commented on a police officer who purchased a baby seat with his own money for a family in need. He asked Police Chief Quillin to provide further details. Since that incident, the mayor stated Mr. Greg Bolin has donated \$1,000 to start a fund for car seats for future similar situations.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:48 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager 

Action Form No.: AF-10-2015
 Work Session: January 20, 2015
 First Reading: N/A
 Final Adoption: January 20, 2015
 Staff Work By: C. Shepherd
 Presentation By: C. Shepherd

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for January 2015.

- Rock Springs 1 – Ordinance 5836– Annual Update
- Rock Springs 2 – Ordinance 5859 - Annual Update
- Eagle Pointe – Ordinance 5982 - Annual Update
- John B. Dennis – Ordinance 6244 - Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published January 5, 2015.

Attachments:

1. Notice of Public Hearing
2. Annual Plan of Services Report
3. Map
4. Plan of Services Spreadsheet

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—January, on the following annexation areas at its January 20, 2015 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Idle Hour Rd./Clint St., Ord. No. 3801

Effective Date: 2/18/94

POS, deadline: Sewer Service, as development occurs, est. completion not specified

Annexation Area: Rock Springs 1, Ord. No. 5836

Effective Date: 7/02/09

POS, deadline: Street Lighting, 7/2/14.

Annexation Area: Rock Springs 2, Ord. No. 5859

Effective Date: 8/20/09

POS, deadline: Street Lighting, 8/20/14

Annexation Area: Eagle Pointe, Ord. No. 5982

Effective Date: 8/06/10

POS, deadline: Street Lighting, 8/20/15

Annexation Area: John B. Dennis, Ord. No. 6224

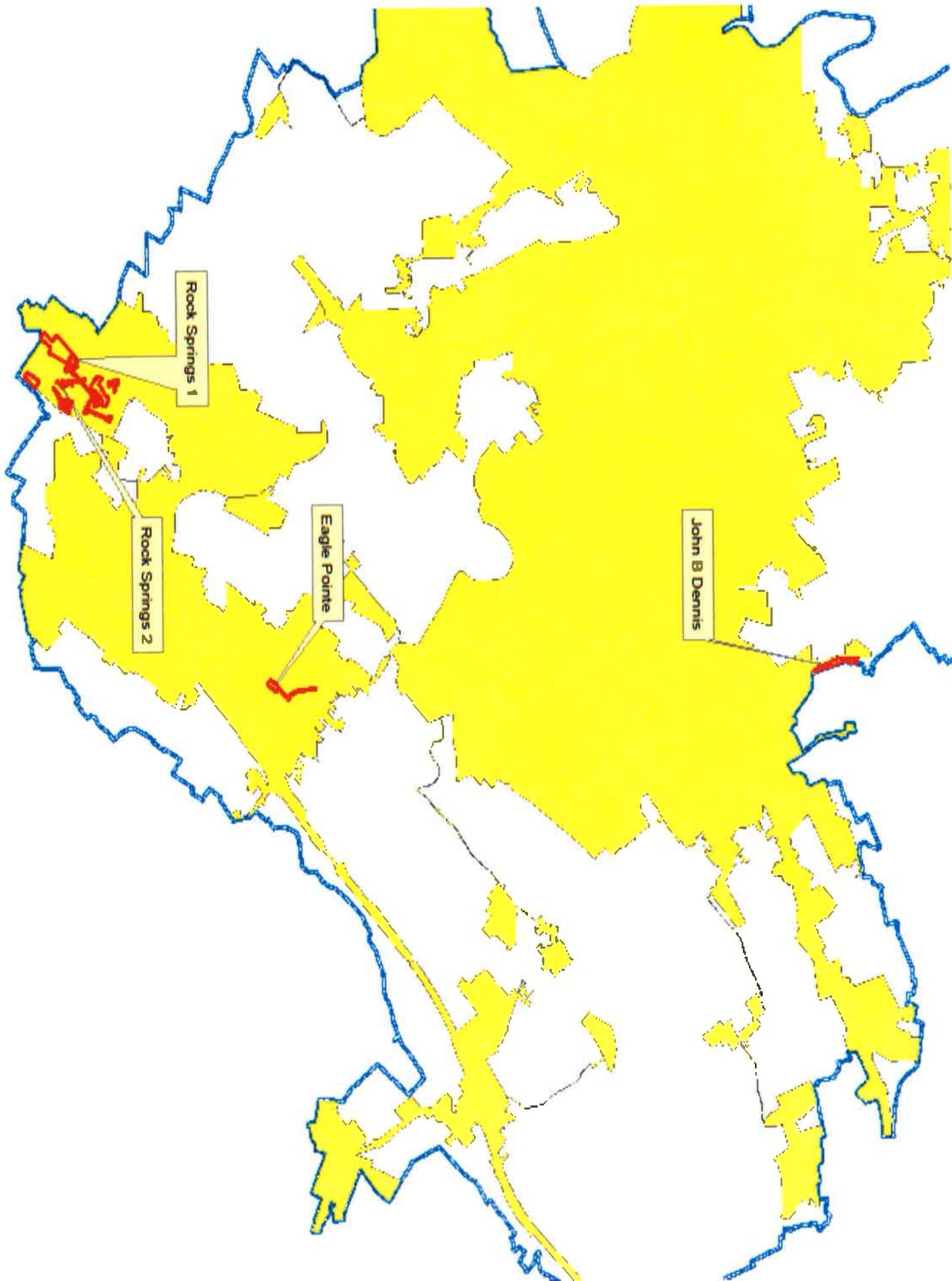
Effective Date: 8/10/12

POS, deadline: Water & Street Lighting, 8/10/17

City of Kingsport
Angie Marshall, Finance Dept.
P1T: 01/05/2015

**JANUARY 2015 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5836, 5859, 5982, 6224**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Rock Springs 1 Rock Springs Road Ordinance No. 5836	07/02/2009	Street Lighting	July 02, 2014	Complete
Rock Springs 2 Rock Springs Road Ordinance No. 5859	08/20/2009	Street Lighting	Aug. 20, 2014	Complete
Eagle Pointe Annex Ordinance No. 5982	08/06/2010	Street Lighting	Aug. 20, 2015	Complete
John B. Dennis Annex Ordinance No. 6224	08/10/2012	Water Service Street Lighting	Aug. 10, 2017 Aug. 10, 2017	Spring 2015 Complete



2015 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR January 2015

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
Prior to Public Chapter 1101												
2006 Annexations												
06-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	February 13, 2014 Design Phase	Completed
2007 Annexations												
07-301-00004 Rock Springs South Area #6 Remaining	5754	July 11, 2009	July 11, 2014	July 11, 2014	Completed	Completed	Completed	Completed	Completed	Completed	July 11, 2014	Completed
2008 Annexations												
08-301-00008 Pierson Annexation	5728	September 19, 2008	Agreement	Agreement	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00015 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	September 19, 2013	September 19, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00010 Osborn Annexation	5739	October 16, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Available	Completed
08-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2013	Completed
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	Completed	December 4, 2016 Extended	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2016 Extended	Completed
08-301-00022 Cleck Road Annexation	5795	Jan 16, 2009	Jan 16, 2014	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Jan 16, 2014	Completed
08-301-00029 Warrior Falls 2008 Annexation	5802	March 5, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 5, 2014	Completed
2009 Annexations												
09-301-00003 RS1 Annexation	5836	Jul 2, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00006 RS2 Annexation	5859	Aug 20, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00006 RS4 Annexation	5871	Sep 3, 2009	Completed	Portion Complete	Completed	Completed	Completed	Completed	Completed	Completed	Sep 3, 2014	Completed
09-301-00009 RS5 Annexation	5878	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00010 RS6 Annexation	5880	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00011 RS7 Annexation	5894	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00012 RS8 Annexation	5896	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00016 Stone Tree Area A Annexation	5904	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00017 Stone Tree Area B Annexation	5906	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00018 Stone Tree Area C Annexation	5908	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00019 Stone Tree Area D Annexation	5910	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
2010 Annexations												
10-301-00002 Lebanon Road Annexation	5958	June 4, 2010	June 4, 2015	June 4, 2015	Completed	Completed	Completed	Completed	Completed	Completed	June 4, 2015	Completed
10-301-00003 Eagle Pointe Annexation	5982	August 6, 2010	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
10-301-00011 Colonial Heights Area 1 Part A	6013	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed
10-301-00011 Colonial Heights Area 1 Part B	6015	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed



AGENDA ACTION FORM

Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-04-2015
Work Session: January 5, 2015
First Reading: January 6, 2015

Final Adoption: **January 20, 2015**
Staff Work By: N. Ensor / J. Smith
Presentation By: R. McReynolds

Recommendation:
Approve the ordinance.

Executive Summary:

On August 5, 2014, the Mayor executed an agreement to apply and receive a \$175,000 a Clean Energy Grant from the State of Tennessee for the installation of a new energy efficient blower at the Wastewater Treatment Plant. Matching funds for the project are included in the FY 16 Capital Improvement Plant.

Lead time for the blower equipment has made it necessary to fund the project in FY15 in order to meet the July 31, 2016 grant project completion deadline. Depending on manufacture blower lead time can be between 16 to 52 weeks. To ensure the requirements of the grant are met, we request the project be funded with reallocation of \$320,000 from Sewer Fund Balance.

The existing WWTP blowers are oversized for the current and anticipated air demand for the next 20 years. Installation of new energy efficient blower will allow for proper air control for the activated sludge process and reduce energy consumption for this process by 40% resulting in a potential electrical saving of \$28,000 annually.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-04-2015
Work Session: January 5, 2015
First Reading: January 6, 2015

Final Adoption: January 20, 2015
Staff Work By: N. Ensor / J. Smith
Presentation By: R. McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

On August 5, 2014, the Mayor executed an agreement to apply and receive a \$175,000 a Clean Energy Grant from the State of Tennessee for the installation of a new energy efficient blower at the Wastewater Treatment Plant. Matching funds for the project are included in the FY 16 Capital Improvement Plant.

Lead time for the blower equipment has made it necessary to fund the project in FY15 in order to meet the July 31, 2016 grant project completion deadline. Depending on manufacture blower lead time can be between 16 to 52 weeks. To ensure the requirements of the grant are met, we request the project be funded with reallocation of \$320,000 from Sewer Fund Balance.

The existing WWTP blowers are oversized for the current and anticipated air demand for the next 20 years. Installation of new energy efficient blower will allow for proper air control for the activated sludge process and reduce energy consumption for this process by 40% resulting in a potential electrical saving of \$28,000 annually.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE CLEAN ENERGY GRANT AND BY APPROPRIATING FUNDS FROM THE SEWER FUND BALANCE TO ESTABLISH THE WWTP BLOWER PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Sewer Project Fund budget be amended by appropriating funds received from the State of Tennessee Department of Conservation in the amount of \$175,000 and by appropriating \$320,000 from the Sewer Fund Balance to the WWTP Blower Project (SW1507).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 412: Sewer Fund			
Revenues:			
412-0000-392-0100 Fund Balance Appropriation	\$ 1,517,923	\$ 320,000	\$ 1,837,923
Totals:	1,517,923	320,000	1,837,923
Expenditures:			
412-6996-696-7602 CIP Transfers	600,000	320,000	920,000
Totals:	600,000	320,000	920,000
 Fund 452: Sewer Project Fund			
WWTP Blower (SW1507)			
Revenues:			
452-0000-332-7210 Clean TN Energy Grant	\$ 0	\$ 175,000	\$ 175,000
452-0000-391-4200 From Sewer Fund	0	320,000	320,000
Totals:	0	495,000	495,000
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	0	72,500	72,500
452-0000-606-9003 Improvements	0	422,500	422,500
Totals:	0	495,000	495,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Approval of Offer for Easement and Right-of-Way for the Dunbar Street Water Line Extension Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-17-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: R. Trent, C. Austin
Presentation By: R. McReynolds

Recommendation:
Approve the offer.

Executive Summary:

In order to provide water service to the new baseball and softball complex, the Public Works Department has requested easement and right-of-way across affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owners.

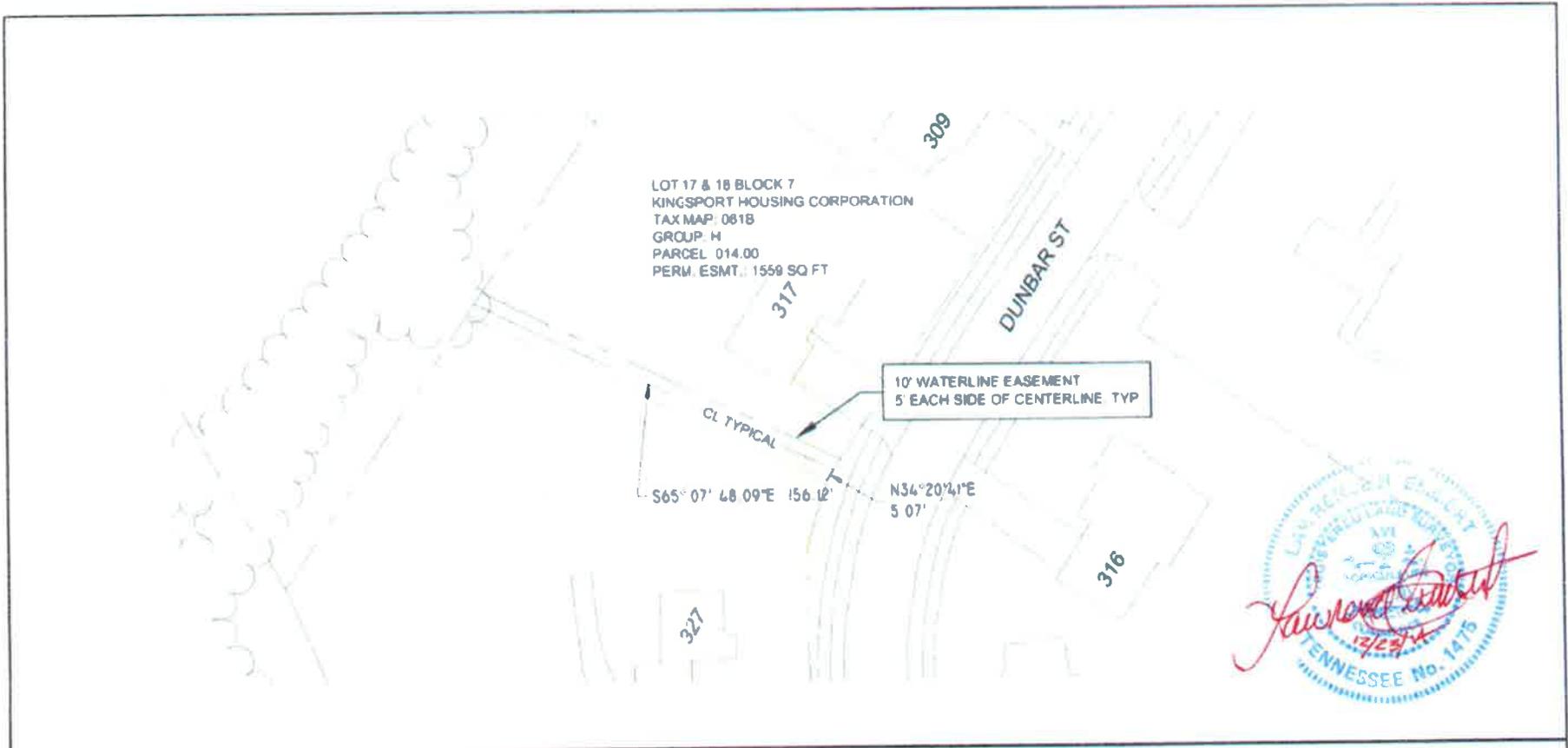
Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#061B: H-014.00	James & Athenia Deal 317 Dunbar Street Kingsport, Tennessee 37660	Perm. 1,559 sq. ft.	\$620.00

This project is funded under #GP1409.

Attachments:
1. Easement Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



LOT 17 & 18 BLOCK 7
 KINGSFORT HOUSING CORPORATION
 TAX MAP: 061B
 GROUP: H
 PARCEL: 014.00
 PERM. ESMT.: 1559 SQ FT

10' WATERLINE EASEMENT
 5' EACH SIDE OF CENTERLINE TYP



**WATERLINE EASEMENT
 ACROSS & ADJACENT
 LOT 18 BLOCK 7 AND HEREBY REFERENCED AS KINGSFORT HOUSING CORPORATION
 IN PLAT BOOK 2, PAGE 51 AS WELL AS RIVERVIEW ADDITION TO KINGSFORT IN DB 2804C, PAGE 535**

Located in the 11th Civil District of Sullivan Co., TN

OFFICE OF THE CITY ENGINEER
 DATE: 18 DECEMBER 2014

KINGSFORT, TN
 SCALE: 1"=50'

ALL BEARINGS NGRN
 (KINGSFORT GEODETIC
 REFERENCE NETWORK)





AGENDA ACTION FORM

Purchase of Real Property from Jerry B. and Patsy Byerley for Stormwater Control in the Reedy Creek Drainage Basin

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-18-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: Stephen Robbins
Presentation By: Stephen Robbins

Recommendation:

Approve the resolution.

Executive Summary:

The Byerley property acquisition consists of one tract located at the end of Creek View Drive and adjacent to John B. Dennis Hwy. The property will consist of approximately 17.586 acres. All the acquired property lies within the floodplain of Reedy Creek with nearly 5 acres in the floodway. The property contains several acres of wetlands that need to be protected. The property includes a bridge over Reedy Creek that is used as a creek crossing for the Greenbelt and access for sewer maintenance. The Owners have accepted a purchase price of \$262,500 to be paid over a five year period. The Stormwater Utility has funding for property acquisition.

Attachments:

- 1. Resolution
- 2. Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF PROPERTY AT THE REEDY CREEK DRAINAGE BASIN FROM JERRY B. AND PATSY C. BYERLEY; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO PURCHASE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PURCHASE

WHEREAS, Jerry Bacon and Patsy C. Byerley would like to sell their property, described hereinbelow, consisting of approximately 17.586 acres to the city; and

WHEREAS, the property is located at the end of Creek Drive and adjacent to John B. Dennis Highway, and lies within the floodplain of Reedy Creek with nearly 5 acres in the floodway; and

WHEREAS, the property contains several acres of wetlands that need to be protected, and includes part of a bridge over Reedy Creek that is used as a creek crossing for the Greenbelt; and

WHEREAS, the property was appraised on behalf of the city by F. J. Brownell, III, dated October 18, 2011, whose opinion was that the fair market value was \$93,000, and the property was appraised on behalf of Jerry B. and Patsy C. Byerley by W. Henry Bailey, dated April 16, 2013, whose opinion was that the fair market value was \$346,000; and

WHEREAS, Mr. and Mrs. Byerley have accepted a purchase price of \$262,500.00 and have requested that the payment be made in five equal annual payments; and

WHEREAS, funds are available in the Stormwater Utility Account to purchase this property.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the purchase agreement for the purchase of approximately 17.586 acres of property at the end of Creek Drive and adjacent to John B. Dennis Highway from Jerry Bacon and Patsy C. Byerley for \$262,500.00.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a purchase agreement with Jerry Bacon and Patsy C. Byerley for the purchase of the approximately 17.586 acres of property at the end of Creek Drive and adjacent to John B. Dennis Highway for \$262,500.00.00 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the signatures of the parties (hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "Seller") and JERRY BACON BYERLEY and wife, PATSY C. BYERLEY, (hereinafter "Buyer").

RECITALS

WHEREAS, the Seller is the owner of a certain parcel of land containing 17.586 acres, more or less, located in Kingsport, Tennessee, as described herein below; and

WHEREAS, Seller agrees to sell this property in accordance with the terms and conditions set forth in this Agreement for the sum of Two Hundred Sixty-Two Thousand and 00/100 dollars (\$262,500) payable in five equal annual payments; and

WHEREAS, Seller has requested that Buyer make the payment of the purchase price in five equal annual payments;

WHEREAS, Buyer has agreed to purchase the property.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

SECTION 1. PROPERTY SALE. Seller agrees, subject to the terms and conditions herein, to convey to Buyer a clear and marketable title by warranty deed all of their right, title and interest, together with appurtenances pertaining thereto in the parcel of real property located in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, and described as follows, to wit:

[insert legal description here]

All property and interests of Seller, to be conveyed hereunder are herein collectively called the "Property".

THIS SALE IS MADE ON THE FOLLOWING TERMS AND CONDITIONS:

SECTION 2. PURCHASE PRICE. The purchase price for the Property shall be the sum of exactly Two Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$262,500.00) Dollars payable from Buyer to Seller, subject to the prorations and other adjustments as hereinafter provided, which payment, at the request of Seller shall be as follows: At the closing of the sale Buyer shall pay to Seller by cash or check the sum of Fifty-Two Thousand Five Hundred and 00/100 (\$52,500.00), less prorations and other adjustments as hereinafter provided. Thereafter Buyer shall pay to Seller in four consecutive annual payments the sum of Fifty-Two Thousand Five Hundred and 00/100 (\$52,500.00). The remaining four annual payments shall be made on or before the anniversary date of the closing. The Seller shall be responsible for providing to Buyer the delivery address for the payments, if different from Seller's address set out in Section 8, and Buyer is entitled to rely on delivery of the payment to the delivery address provided by Buyer as payment by Buyer to Seller.

SECTION 3. CONVEYANCE OF PROPERTY. Upon payment, or offer of payment by Buyer, of the proceeds as hereinbefore set out, Seller shall convey clear and marketable title to the Property to Buyer by warranty deed to said property, without any restrictions or encumbrances, except the proration real property taxes for the year in which the closing takes place.

SECTION 4. CLOSING. Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the Effective Date (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer

to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

SECTION 5. SURVEY. Upon the execution of this Agreement, Buyer may, at Buyer's cost, cause a survey to be prepared on the Property by a licensed surveyor acceptable to Buyer.

SECTION 6. TITLE INSURANCE. Buyer, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Property to the extent of the Purchase Price.

SECTION 7. POSSESSION. Delivery of possession of the Property to Buyer shall occur at the successful completion of Closing.

SECTION 8. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: Jerry B. Byerley or Patsy C. Byerley
540 Walnut Street
Mt. Carmel, Tennessee 37645

BUYER: City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660
Attention: J. Michael Billingsley

SECTION 9. PRORATIONS. All real property taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

SECTION 10. REZONING. Buyer assumes any and all costs of rezoning.

SECTION 11. SPECIAL ASSESSMENTS. Seller assumes the payment of any unpaid deferred charges or special assessments for public improvements levied before the Closing on or against the Property, including any tap fees for water or sewer service.

SECTION 12. REAL PROPERTY TAXES. Buyer shall be responsible for all real property taxes levied against the property after title is transferred, if any.

SECTION 13. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) Any expenses needed to provide Buyer with clear and marketable title to the Property;
- (c) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction; and
- (d) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction.

SECTION 14. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey made pursuant to Section 5.

SECTION 15. RISK OF LOSS. The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer by written notice of such option to the Seller prior to the scheduled Closing. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the right to close this Agreement at the stated Purchase Price.

SECTION 16. DEFAULT. In addition to the default set out in subsection (b) of this Section 16, the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, is a default.

(a) If Buyer is in default of this Agreement, Seller shall give written notice to Buyer, and Buyer shall have ten (10) business days from the date of the receipt of such notice within which to cure such default. If the Closing contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled to terminate this Agreement.

(b) If Seller is in default of this Agreement, Buyer shall give written notice to Seller, and Seller shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Seller's failure to close. If the Closing contemplated by this Agreement is not consummated on account of Seller's default hereunder Buyer shall be entitled to terminate this Agreement and Buyer shall be entitled to specific performance and all other rights, privileges or remedies available to Buyer at law or in equity, severally or cumulatively. A default of Seller shall include, but is not limited to, the failure or refusal of Seller to close on the sale of the Property, when scheduled, or to convey a clear and marketable title by warranty deed to Buyer, as set forth herein.

SECTION 17. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Seller hereby represents and warrants to Buyer solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Buyer's obligations hereunder, be true and correct on the closing date:

(a) Seller has entered into no other presently effective agreement to sell the Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Seller has no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or any part thereof;

(c) Seller is not now a party to any litigation with respect to the Property, and Seller knows of no litigation or threatened litigation affecting the title to the Property (and Seller shall give Buyer prompt notice of the institution or threat of any such litigation prior to the Closing Date);

(d) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and Buyer has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby;

(e) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound; and

(f) All necessary and appropriate action has been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

SECTION 18. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer hereby represents and warrants to Seller solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to seller's obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all required action of Buyer;

(b) Buyer does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by Buyer of its obligations hereunder, including the purchase of the Property from Seller;

(c) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Buyer is a party, any judicial order or judgment of any nature by which Buyer is bound; and

(d) All necessary and appropriate action has been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

SECTION 19. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

SECTION 20. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 21. POST CLOSING SURVIVAL. Wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

SECTION 22. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

SECTION 23. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

SECTION 24. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

SECTION 25. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 26. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official, or employee of Buyer shall be personally liable to Seller in the event any provision of the Agreement is unenforceable, or there is any default or breach by Buyer, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

SECTION 27. ASSIGNMENT. Buyer may not assign or transfer this Agreement without the written consent of Seller, which consent shall be at Seller's sole discretion.

SECTION 28. MISCELLANEOUS.

- (a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- (b) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.
- (c) Each party has been represented by counsel and has had the opportunity to share in the drafting of this Agreement and accordingly this Agreement shall not be construed either for or against either party as the drafter.
- (d) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.
- (e) This Agreement may not be modified except in a writing executed by all of the parties.
- (f) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

SECTION 29. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals.
[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the purchase agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Byerley Property



718 ft

The City of Kingsport uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete, while being created or revised, etc. The City of Kingsport reserves the right to correct, update, modify or replace GIS products without notification. The City of Kingsport cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights in this information nor represent it as any other than City Government produced information. The City of Kingsport shall not be liable for any claims involving this information with respect to third parties, and savings or any other consequential damages.





AGENDA ACTION FORM

Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager 

Action Form No.: AF-14-2015
 Work Session: January 20, 2015
 First Reading: NA

Final Adoption: January 20, 2015
 Staff Work By: Ryan McReynolds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

In conjunction with Phase II of the Sullivan Street Roadway Improvement Project, the City plans to upgrade Sullivan Street from Hammond Avenue to Church Circle. Included in this project are the properly designed lane widths, a center turn lane, sidewalks and the removal of the Sullivan Street / Clay Street / Charlemont Avenue Traffic Signal. This signal does not meet warrants related to the movement of vehicular traffic. Concurrent with the City's plans, First Baptist Church also plans to undergo a major campus upgrade. One result of the FBC's improvements will be promoting the Sullivan Street / Clay Street / Charlemont Avenue corner as a major entryway into the church. Over the past few years, FBC has acquired and upgraded various parking lots along Sullivan Street and anticipates this entryway to be key to their improvement project success. Additionally, FBC operates a daycare that will utilize the parking lots and require parents/caregivers to cross Sullivan Street in order to access the daycare facilities. With all those factors in mind, City staff feels that the highest level of pedestrian service that we can provide this intersection is a raised crosswalk with push-button illuminated "Pedestrian Crossing" signs (similar to the crossing at RCAM along Clinchfield Street). FBC has agreed with this approach, and desire to reserve the right to request a new traffic signal be installed at a later date (as defined by the attached letter agreement) if the desired result is not realized. City staff feels this is a very fair arrangement because it implements a change that should be an improvement but reserves the ability to install a new traffic signal (replacing the one that currently exists). All necessary conduit will be included in Phase II construction to ensure a minimal disturbance if a new traffic signal is installed. The attached agreement defines the parameters to initiate the installation of a potential new traffic signal at a later date.

Attachments:

1. Resolution
2. Letter of Agreement (2 pages)

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AGREEMENT WITH FIRST BAPTIST CHURCH, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AGREEMENT

WHEREAS, the city plans to upgrade Sullivan Street from Hammond Avenue to Church Circle, as part of Phase II of the Sullivan Street Roadway Improvement Project; and

WHEREAS, at the same time, First Baptist Church plans on making major campus upgrades; and

WHEREAS, a standard traffic signal currently located at the Sullivan Street, Clay Street, and Charlemont Avenue; and

WHEREAS, one of the improvements to Sullivan Street will be the removal of the traffic signal and the installation of a pedestrian services, such as a raised crosswalk, across Sullivan Street with push-button illuminated "Pedestrian Crossing" signs (similar to the crossing at RCAM along Clinchfield Street) at the corner of the Sullivan Street, Clay Street, and Charlemont Avenue; and

WHEREAS, First Baptist Church would like to reserve the right to request the signal to be reinstalled at a later date if the desired result is not realized.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a letter of agreement with First Baptist Church regarding removal of the traffic signal and the installation of a pedestrian services, such as a raised crosswalk, across Sullivan Street with push-button illuminated "Pedestrian Crossing" signs at the corner of the Sullivan Street, Clay Street, and Charlemont Avenue, and reserving the right to reinstall the original signal at a later date, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the letter of agreement with First Baptist Church and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said letter of agreement being as follows:

Dr. Marvin Cameron, Pastor
First Baptist Church Kingsport
200 W. Church Circle
Kingsport, TN 37660

RE: Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements

Dr. Cameron,

Thank you for your patience as the City and FBC have worked through the various issues surrounding the City's proposed upgrades to West Sullivan Street coupled with FBC's expansion and improvement plans. In the truest sense of partnership, both projects will breathe new life into a vital corridor of our downtown. Keeping with the theme of collaboration, it is the City's intent to build an improvement that compliments and enhances FBC's plans. Therefore, it is necessary that the City and FBC have an understanding of the City's intent and future commitment to ensure both projects are successful. Please review the various components of this letter agreement that would define the City's obligation to potential future improvements, if requested:

- The City will install and maintain a raised crosswalk with push button controlled flashing pedestrian warning signs (similar to what is installed adjacent to RCAM on Clinchfield Street) with the construction project.
- The City will install a new traffic signal upon an official request from FBC. The official request can occur at any point after the Sullivan Street Construction Project until six (6) months after a Certificate of Occupancy has been issued related to the FBC expansion.
- This agreement does not prohibit the City from installing a traffic signal at any point in the future as conditions warrant.
- The City will install and maintain pedestrian crossing parallel to Sullivan Street at Clay Street and Charlemont Avenue.
- The City will install new streetlighting along Sullivan Street as a component of the project with the intent of providing appropriate light levels for the activities anticipated such as pedestrian crossings and vehicular traffic.

Again, thank you and your congregation for your patience as we strive to ensure the best outcome for all involved.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the letter of agreement set out herein that do not substantially alter the material provisions of the letter of agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



OFFICE OF THE MAYOR CITY OF KINGSPORT, TENNESSEE

January 20, 2015

Dr. Marvin Cameron, Pastor
First Baptist Church Kingsport
200 W. Church Circle
Kingsport, TN 37660

RE: Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements

Dr. Cameron,

Thank you for your patience as the City and FBC have worked through the various issues surrounding the City's proposed upgrades to West Sullivan Street coupled with FBC's expansion and improvement plans. In the truest sense of partnership, both projects will breathe new life into a vital corridor of our downtown. Keeping with the theme of collaboration, it is the City's intent to build an improvement that compliments and enhances FBC's plans. Therefore, it is necessary that the City and FBC have an understanding of the City's intent and future commitment to ensure both projects are successful. Please review the various components of this letter agreement that would define the City's obligation to potential future improvements, if requested:

- The City will install and maintain a raised crosswalk with push button controlled flashing pedestrian warning signs (similar to what is installed adjacent to RCAM on Clinchfield Street) with the construction project.
- The City will install a new traffic signal upon an official request from FBC. The official request can occur at any point after the Sullivan Street Construction Project until six (6) months after a Certificate of Occupancy has been issued related to the FBC expansion.
- This agreement does not prohibit the City from installing a traffic signal at any point in the future as conditions warrant.
- The City will install and maintain pedestrian crossing parallel to Sullivan Street at Clay Street and Charlemont Avenue.



- The City will install new streetlighting along Sullivan Street as a component of the project with the intent of providing appropriate light levels for the activities anticipated such as pedestrian crossings and vehicular traffic.

Again, thank you and your congregation for your patience as we strive to ensure the best outcome for all involved.

CITY OF KINGSPORT, TENNESSEE

By: _____
Dennis R. Phillips, Mayor

Date

APPROVED AS TO FORM:

City Attorney

Date

ATTEST:

City Recorder

Date

FIRST BAPTIST CHURCH KINGSPORT

By: _____

Title: _____

Date



AGENDA ACTION FORM

Establish Fees for Kingsport Public Library Media Station and Study Space

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-15-2015
Work Session: January 20, 2015
First Reading: January 20, 2015

Final Adoption: February 3, 2015
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:

Approve the resolution to establish the proposed fees.

Executive Summary:

The Kingsport Public Library recently created two new areas inside the library: a Media Station that will allow for interactive technological collaboration, and a quiet Study Space. Library staff would like the public to be able to reserve use of these spaces and allow small businesses and organizations to use them – for a small fee. The proposed fees for the Study Space are: \$0 for non-commercial, non-profit use, \$5.00 per hour for commercial use. The proposed fees for the Media Station are: \$0 for non-commercial, non-profit use and \$15 per hour for commercial use. The spaces may be reserved for up to four hours at a time. These fee proposals were approved by the Kingsport Public Library Commission on November 11, 2014.

Attachments:

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2014-211 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 54-LIBRARY

WHEREAS, it is now deemed advisable to amend Resolution No. 2014-211 with to set fees under Chapter 54 – Library; and

WHEREAS, various fees and charges provided for in the city's Code of Ordinances must be set and amended by resolution of the board of mayor and aldermen.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Resolution No. 2014-211 is amended by adding the following to Chapter 54 – Library, as follows:

- C. Reservation of Study Space and Media Center- for up to four hours at a time
 - 1. Study Space
 - (a) non-commercial/non profit.....\$0.00
 - (b) commercial use.....\$5.00
 - 2. Media Center
 - (a) non-commercial/non profit.....\$0.00
 - (b) commercial use.....\$15.00

SECTION II. That this resolution shall become effective January 21, 2015, and remain in force and effect until such time as it is revoked, further amended, or superseded.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

ADOPTED this 20th day of January, 2015.

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Condemn for Easements and Right-of-Ways for Phase II of the West Sullivan Street Road Widening Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-23-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: R. Trent, R. McReynolds
Presentation By: M. Billingsley

Recommendation:
Approve the resolution.

Executive Summary:
In order to start the construction of Phase II of the West Sullivan Street Road Widening Project, the attached resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the property owners.

- Attachments:**
- 1. Resolution
 - 2. Ordinance #6452
 - 3. Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE CONDEMNATION
PROCEEDINGS FOR PHASE II OF THE WEST SULLIVAN
STREET ROAD WIDENING PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of Phase II of the West Sullivan Street Road Widening Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #6452 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the West Sullivan Street area situated in the 11th Civil District of Sullivan County, to-wit:

Johnny R. Shupe Property – Johnny R. Shupe
Larry Danna Property – Larry Danna

WHEREAS, since said owners have either rejected the offer to purchase by the City of Kingsport or have, to this date, not executed a deed, the Public Works Department has requested that the City Attorney institute condemnation proceedings to acquire said property for the road widening project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Colonial Heights area situated in the 11th Civil District of Sullivan County, to-wit:

Johnny R. Shupe Property – Johnny R. Shupe
Larry Danna Property – Larry Danna

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

ORDINANCE NO. 6452

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

West Sullivan Street Road Widening Project – Phase II

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.


DENNIS R. PHILLIPS, Mayor

ATTEST:


ANGELA MARSHALL
Deputy City Recorder

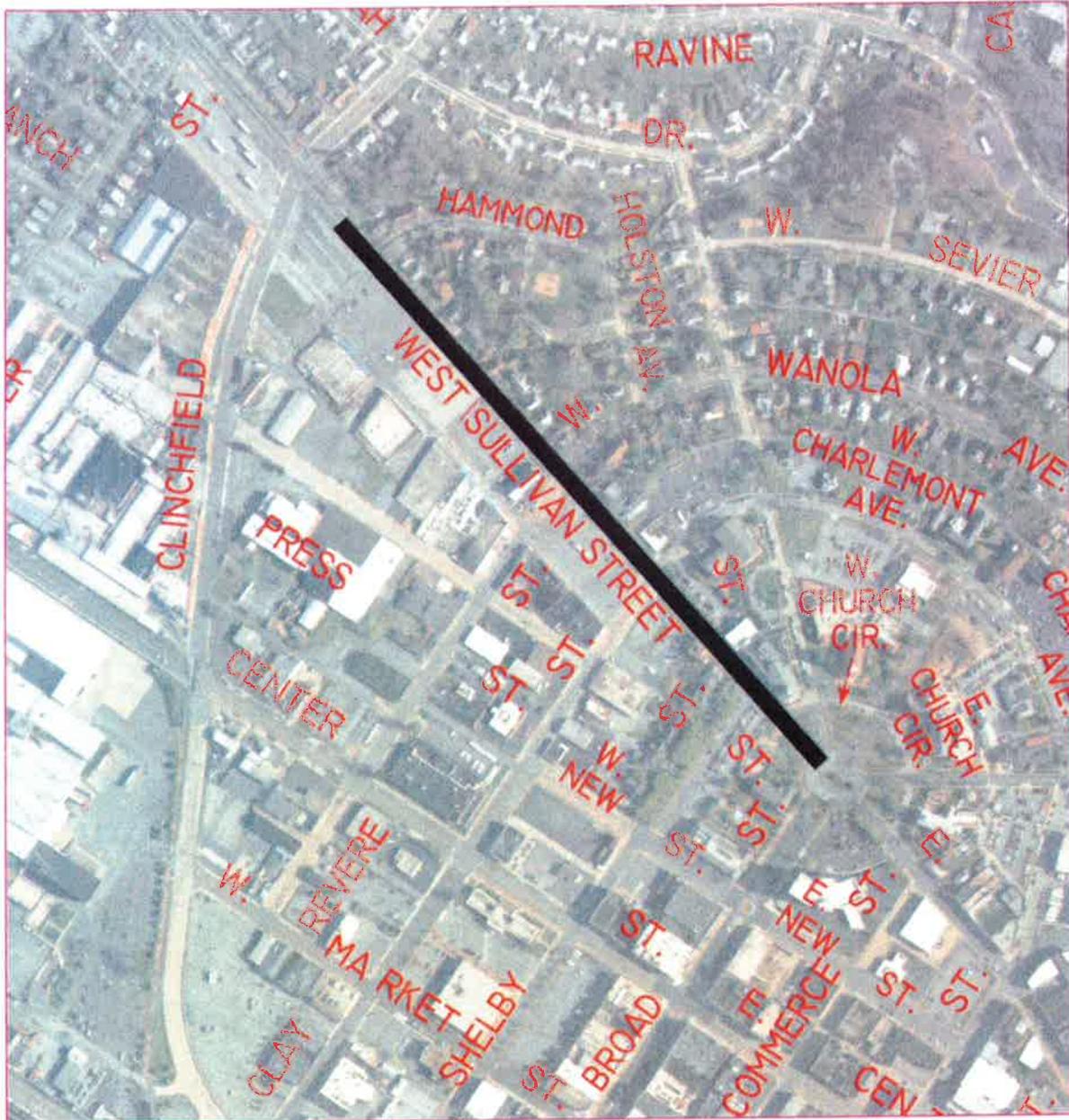


APPROVED AS TO FORM:


J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: November 18, 2014

PASSED ON 2ND READING: December 2, 2014



WEST SULLIVAN STREET WIDENING
PHASE II



AGENDA ACTION FORM

License Agreement with TDOT Related to Right-of-Way Use for SR 126 (Wilcox Dr.) Sidewalk Improvements

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-19-2015
Work Session: January 20, 2015
First Reading: NA

Final Adoption: January 20, 2015
Staff Work By: Tim Elsea
Presentation By: Ryan McReynolds

Recommendation: Approve the resolution.

Executive Summary: In January 2014 we entered into an agreement with TDOT for sidewalk improvements along SR-126 (Wilcox Drive) from the Holston River sluice, northeast of Wilcox Court, to Industry Drive (AF-04-2014). To finalize the right-of-way phase of this project it is necessary to enter into a license agreement with TDOT. This will allow permission for use of the right-of-way for the installation and maintenance of the sidewalk improvements. This project consists of a raised seven foot wide sidewalk which will allow two-way bicycle / pedestrian traffic on the bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures.

Therefore we request to enter into a license agreement with TDOT; the agreement is a twenty (20) year renewable license, and no associated fees.

- Attachments:
1. Resolution
2. Agreement (12 pages)

Table with 3 columns: Y, N, O and rows for Clark, George, Hall, McIntire, Parham, Segelhorst, Phillips.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION REGARDING THE RIGHT-OF-WAY USE FOR SR-126 (WILCOX DRIVE), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in January 2014, the board approved an agreement with Tennessee Department of Transportation for sidewalk improvements along SR-126 (Wilcox Drive) from the Holston River sluice, northeast of Wilcox Court, to Industry Drive; and

WHEREAS, to finalize the right-of-way phase of this project it is necessary to enter into a license agreement with Tennessee Department of Transportation, which will allow permission for use of the right-of-way for the installation and maintenance of the sidewalk improvements; and

WHEREAS, the project consists of a raised seven foot wide sidewalk which will allow two-way bicycle/pedestrian traffic on the bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic, surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures; and

WHEREAS, the terms of the license agreement is for twenty (20) year renewable license, and no associated fees.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a license agreement with the Tennessee Department of Transportation, for the right-of-way use for SR-126 (Wilcox Drive) from the Holston River sluice, northeast of Wilcox Court, to Industry Drive, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the license agreement with Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

This Instrument prepared
by: State of Tennessee
Department of
Transportation Region 1
P. O. Box 58
Knoxville, Tennessee
37901 (Local government)

Project No. AI-FAS-68-
A(2) Sullivan County
Tracts: Multiple
Inventory No. 4925

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 2015 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for a sidewalk project on the shoulder of State Route 126 from near log mile 1.62 to log mile 2.19 in Sullivan County, Tennessee, being more specifically described by the plans for Project STP-M-126(18) which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. LICENSE - Licensee is hereby granted permission to use the Licensed Premises for a sidewalk project on the shoulder of State Route 126 from near log mile 1.62 to log mile 2.19 in Sullivan County, Tennessee (hereinafter referred to as the "Improvements").
2. USE OF LICENSED PREMISES - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. FEE - Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. TERM - The License is a 20 year, renewable, license which shall begin on _____, 2015 and shall end on _____, 2035.
5. ACCESS - The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. MAINTENANCE - The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. TRAFFIC CONTROL - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. DAMAGE TO STATE PROPERTY - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
9. LIABILITY - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
10. INSURANCE - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
11. PERMIT - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
12. COMPLIANCE - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
13. TITLE VI ASSURANCES - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code

of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

14. TERMINATION - The State may terminate this License at will with 60 days written notice to Licensee.

15. ASSIGNMENT - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

The City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

State of Tennessee
Department of Transportation
Suite 700, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the license agreement set out herein that do not substantially alter the material provisions of the license agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 1
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

Project No. AI-FAS-68-A(2)
Sullivan County
Tracts: Multiple
Inventory No. 4925

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 2015 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for a sidewalk project on the shoulder of State Route 126 from near log mile 1.62 to log mile 2.19 in Sullivan County, Tennessee, being more specifically described by the plans for Project STP-M-126(18) which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises for a sidewalk project on the shoulder of State Route 126 from near log mile 1.62 to log mile 2.19 in Sullivan County, Tennessee (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 20 year, renewable, license which shall begin on _____, 2015 and shall end on _____, 2035.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

8. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
9. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
10. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
11. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
12. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
13. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
14. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
15. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

The City of Kingsport, Tennessee
 225 West Center Street
 Kingsport, Tennessee 37660

TO THE STATE:

State of Tennessee
 Department of Transportation
 Suite 700, James K. Polk Building
 505 Deaderick Street
 Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
the day and year first above written.

LICENSEE:
THE CITY OF KINGSPORT, TENNESSEE

By: _____

Title: _____

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Licensee

DATE: _____

STATE OF TENNESSEE

John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: _____

Index Of Sheets

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS & DETAILS
1-K	PRESENT & PROPOSED LAYOUTS
51	TYPICAL BRIDGE SECTION
52	STRUCTURAL GENERAL NOTE & DETAILS
43	DECK TOP-IN LOCATIONS

**CITY OF KINGSPORT
SULLIVAN COUNTY
S.R. 126 (WILCOX DRIVE) SIDEWALK
FROM HOLSTON RIVER SLUICE TO INDUSTRY DRIVE
RIGHT-OF-WAY**

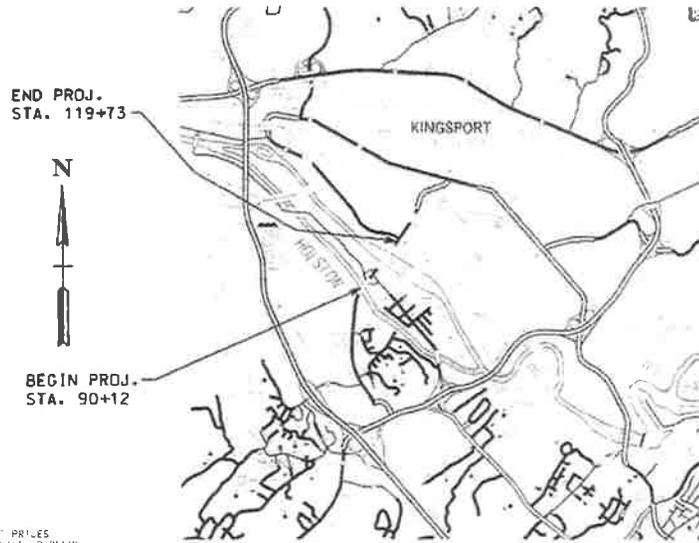
STATE HIGHWAY NO. 126 1/2 MILES, HOL. NOR.

YEAR	2014	SHEET NO.	1
FILE NO./PROJECT NO.	SR-126-126-126		
DATE MADE	02/10/14		

**LOCALLY MANAGED PROJECT
LOCALLY LET PROJECT**



SULLIVAN COUNTY
PROJECT NO. SR-126-126-126



END PROJ.
STA. 119+73



BEGIN PROJ.
STA. 90+12



170 E. AN STREET
KINGSPORT TENNESSEE 37602
731.241.4970
FAX 731.241.4952

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE OWNER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNREASONABLE, EITHER EXCESSIVE OR BELOW THE REASONABLE POST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED MARCH 2009 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

JOHN C. E. NEMASER, I OR
FOY DESIGN MANAGER
DESIGNED BY: MATTEN & CRAIG RANDY DHOOSH
DESIGNER: JASON CAMPBELL, P.E. CHECKED BY: RANDY DHOOSH, P.E.
O.E. NO. SR-126-126-126
P.N. NO. 118845.DC

PROJECT LENGTH = 0.561 MILES

**R.O.W.
PLANS**

NO RIGHT-
OF-WAY
REQUIRED

NO EXCLUSIONS
NO EQUATIONS

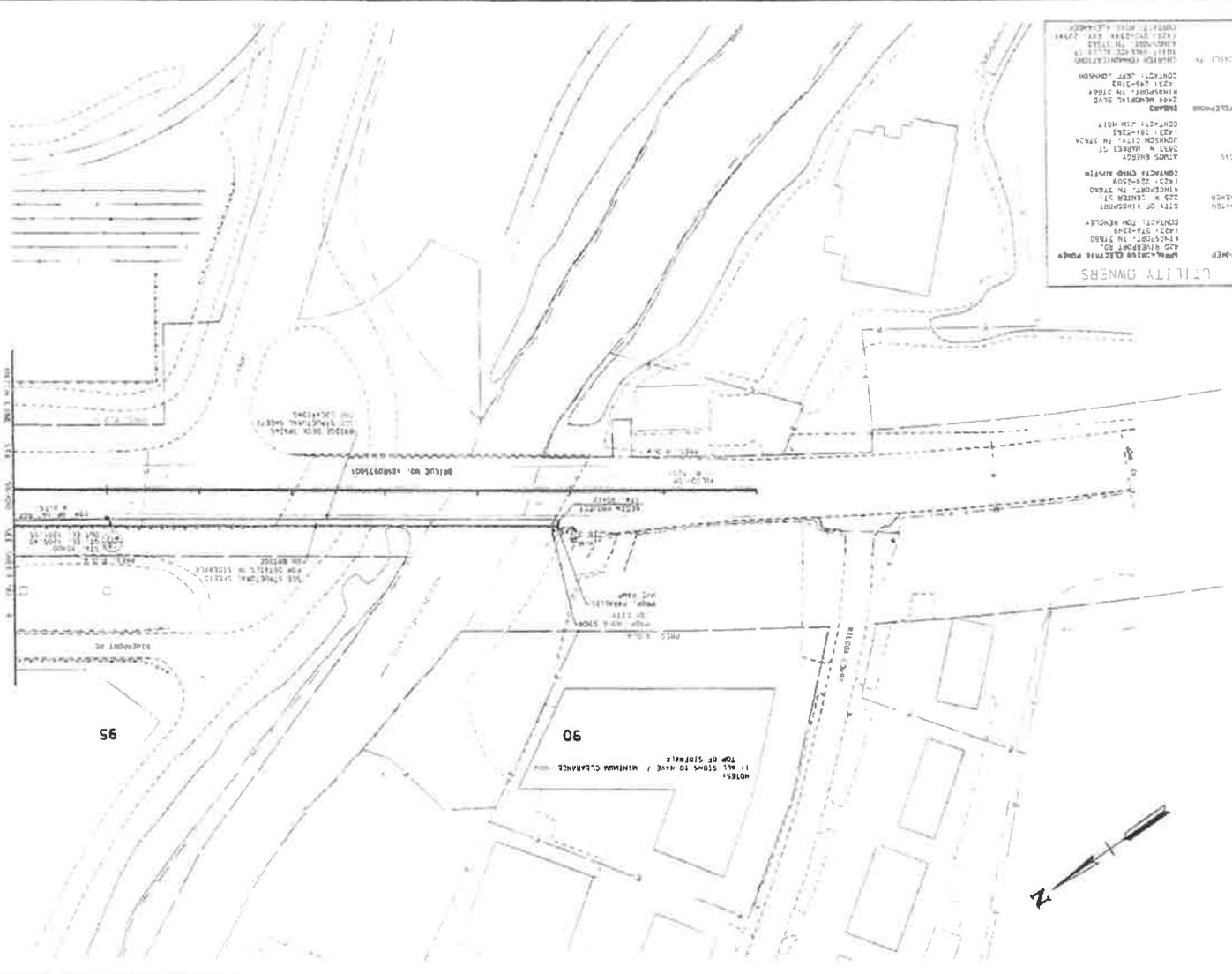


APPROVED: _____
CITY OF KINGSPORT
DATE: _____

DATE: 11/15/2011

UTILITY OWNERS

POWER	AMERICAN ELECTRIC POWER 425 RINGPORT RD RINGPORT, TN 37850 CADD: 27A-2249 CONTACT: TOM HIGLER
WATER	CITY OF RINGPORT 225 N CENTER ST RINGPORT, TN 37850 CONTACT: GREG AUSTIN
SEWER	ATLANTIC SOUTHERN 3333 W MARKET ST RINGPORT, TN 37850 CONTACT: GREG AUSTIN
TELEPHONE	ATLANTIC SOUTHERN 2000 MARKET BLVD RINGPORT, TN 37850 CONTACT: GREG AUSTIN
RAILROAD	CHICKEN FARM/RECREATION 1000 MARKET BLVD RINGPORT, TN 37850 CONTACT: GREG AUSTIN
STATE	TENNESSEE TURNPIKE AUTHORITY 1221 STATE ST RINGPORT, TN 37850 CONTACT: GREG AUSTIN



PRESENT AND PROPOSED LAYOUT

DATE: 11/15/2011

Mathern & Craig

PLANS R.O.W.

DATE	11/15/2011
TIME	10:00 AM
BY	Mathern & Craig
FOR	Mathern & Craig
PROJECT	Mathern & Craig
SCALE	1" = 100'

DATE	BY	NO.	SHEET
4.21.00	1

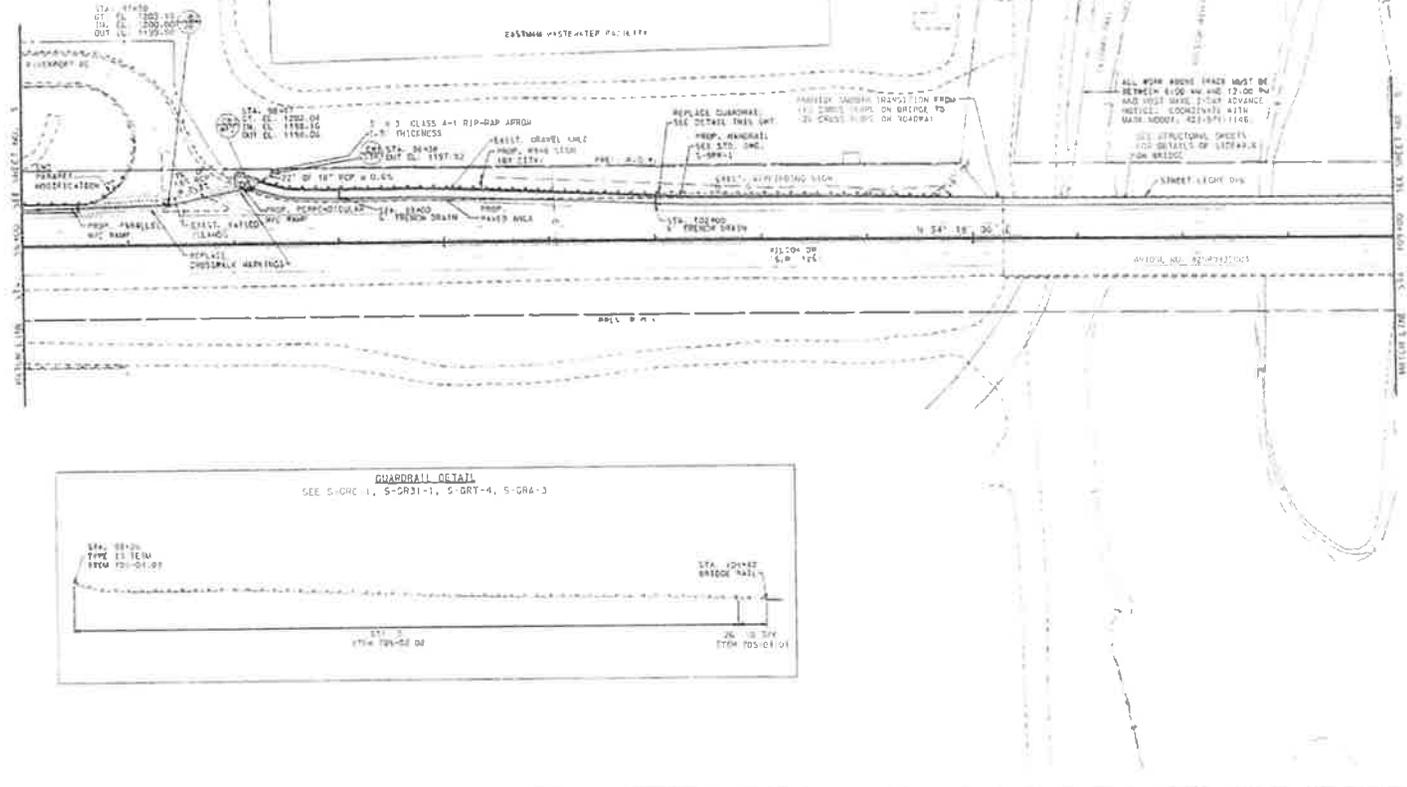


NOTES:
 1) ALL SIGNS TO HAVE 7' MINIMUM CLEARANCE FROM TOP OF SIGNAGE.
 2) LOCATIONS OF STREET LIGHTS ARE APPROXIMATE. CONTRACTOR TO COORDINATE WITH APPROXIMATE LOCATIONS FOR EXACT LOCATIONS.

100

105

EASTMAN WASTEWATER PLANT



**R.O.W.
PLANS**

M Mattem & Craig
 REGISTERED PROFESSIONAL ENGINEERS
 1515 14TH STREET, SUITE 100
 DENVER, CO 80202
 (303) 733-1111



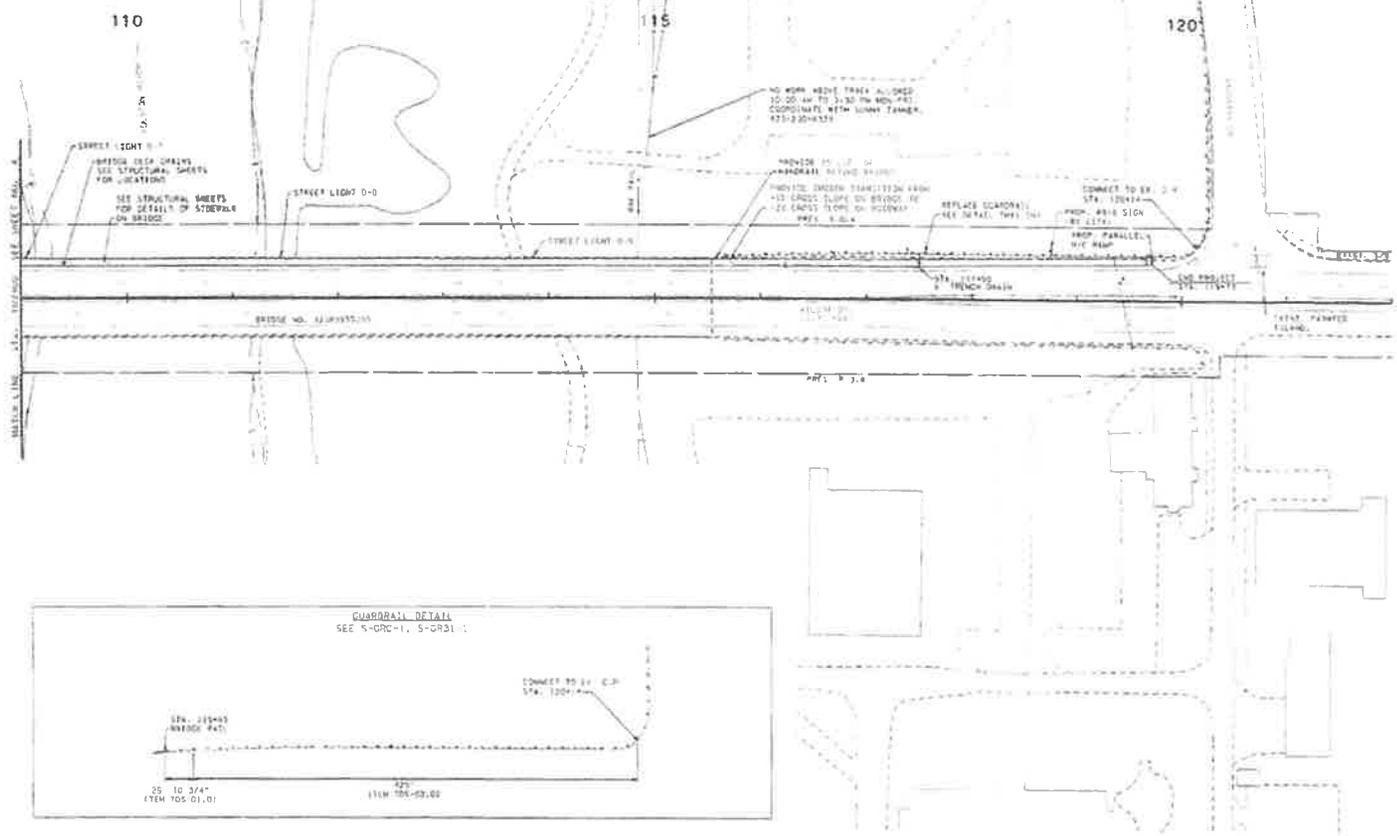
**PRESENT
AND PROPOSED
LAYOUT**

DATE: 04/21/00

DATE	YEAR	NO.



NOTES:
 1) ALL SIGNS TO HAVE 7' MINIMUM CLEARANCE FROM TOP OF SIDEWALK
 2) LOCATIONS OF STREET LIGHTS ARE APPROXIMATE. CONTRACTOR TO COORDINATE WITH APP. ITEM HEADLINE FOR EXACT LOCATIONS.



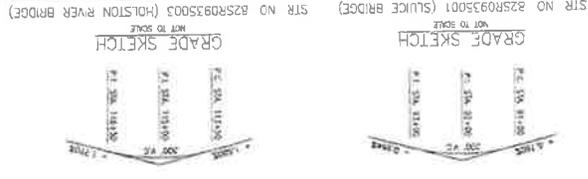
**R.O.W.
PLANS**

M **Mattern & Craig**
 CONSULTING ENGINEERS
 1000 N. 10th St., Suite 200
 Lincoln, NE 68502
 (402) 441-1111
 (402) 441-1112

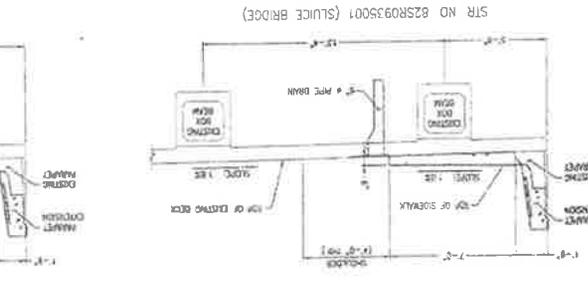
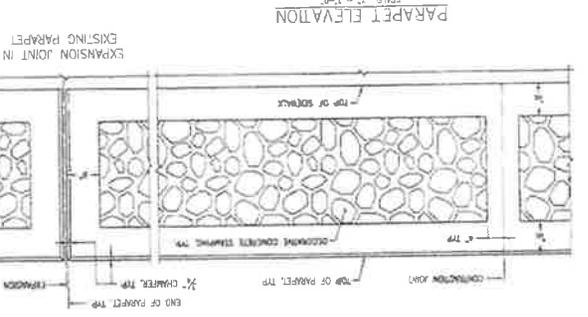
DATE	DESCRIPTION

**PRESENT
AND PROPOSED
LAYOUT**
 STA. 120+00 TO STA. 122+00
 BRIDGE NO. 441151511A

STREET LIGHT 0-0



- DETAILS:
1. SEE FOR THE EXISTING NUMBER AND SCALE PORTION OF THE EXISTING CONCRETE TO THE LIMITS SHOWN.
 2. CENTERLINE SHALL BE KEPT TO PROVIDE CLEARANCE TO THE EXISTING SIDEWALK AND TO THE EXISTING SIDEWALK.
 3. CURBS SHALL BE KEPT TO PROVIDE CLEARANCE TO THE EXISTING SIDEWALK AND TO THE EXISTING SIDEWALK.
 4. EXISTING SIDEWALK SHALL BE KEPT TO PROVIDE CLEARANCE TO THE EXISTING SIDEWALK AND TO THE EXISTING SIDEWALK.
 5. EXISTING SIDEWALK SHALL BE KEPT TO PROVIDE CLEARANCE TO THE EXISTING SIDEWALK AND TO THE EXISTING SIDEWALK.
 6. EXISTING SIDEWALK SHALL BE KEPT TO PROVIDE CLEARANCE TO THE EXISTING SIDEWALK AND TO THE EXISTING SIDEWALK.

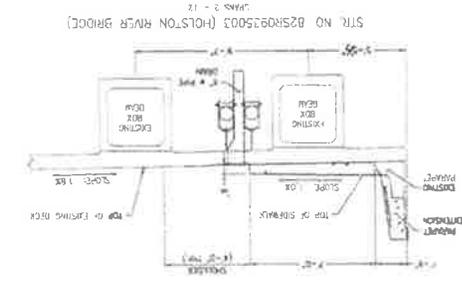
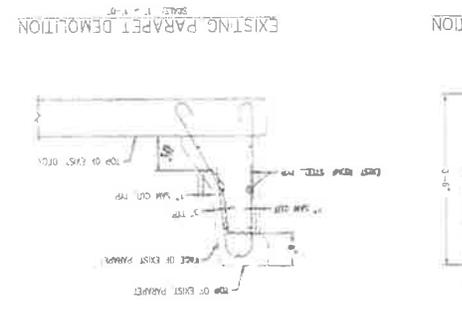
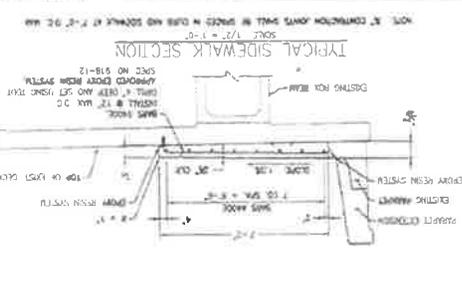
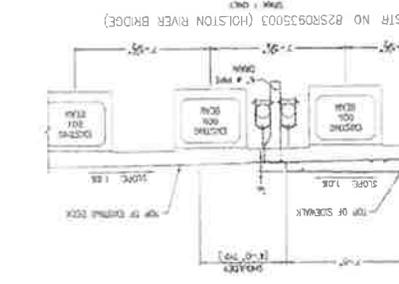
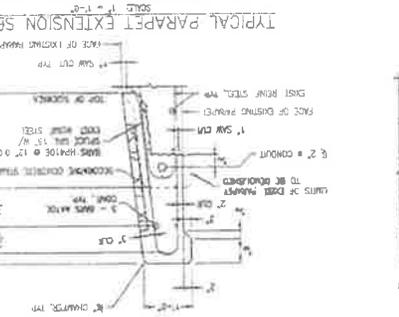


ESTIMATED QUANTITIES (OVER LOWER FOOT OF SIDEWALK)

CLASS "X" CONCRETE	REINFORCING STEEL
11	11
11	11
11	11

ESTIMATED QUANTITIES (OVER LOWER FOOT OF PARAPET)

CLASS "X" CONCRETE	REINFORCING STEEL
11	11
11	11
11	11



SI

WALTON DAVIS STRUCTURAL
CORPORATION
1111 W. MAIN ST.
MEMPHIS, TN 38103
TEL: 901.525.1111
WWW.WALTONDAVIS.COM

WALTON DAVIS STRUCTURAL
CORPORATION
1111 W. MAIN ST.
MEMPHIS, TN 38103
TEL: 901.525.1111
WWW.WALTONDAVIS.COM

WALTON DAVIS STRUCTURAL
CORPORATION
1111 W. MAIN ST.
MEMPHIS, TN 38103
TEL: 901.525.1111
WWW.WALTONDAVIS.COM

WALTON DAVIS STRUCTURAL
CORPORATION
1111 W. MAIN ST.
MEMPHIS, TN 38103
TEL: 901.525.1111
WWW.WALTONDAVIS.COM

STRUCTURAL GENERAL NOTES

STANDARD ROAD AND BRIDGE SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION (MARCH 1, 2006 EDITION)
CITY OF KINGSFORD CONSTRUCTION SPECIFICATIONS (JUNE 2008 EDITION)

DESIGN: AUGUST LEVO BRIDGE DESIGN SPECIFICATIONS, 5TH EDITION

WIDTH: 78'-0" OUI TO OUI OF BRIDGE DECKS

CAPACITY: HL-93 LOADING WITH 75 PSF PEDESTRIAN LOAD

DESIGN LOADING INCLUDES 10 PSF ALLOWANCE FOR CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS

THESE PLANS ARE INCOMPLETE UNLESS ACCOMPANIED BY THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS, ELEVATIONS, AND GEOMETRY OF THE EXISTING STRUCTURE'S CONSTRUCTION PRIOR TO ANY DEMOLITION AND FABRICATION. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DISCREPANCIES WHICH MAY EXIST.

ALL NEW CONCRETE FOR CURBS, SIDEWALKS AND PARAPETS SHALL BE CLASS "A" CONCRETE (5000 PSI) AND SHALL BE IN ACCORDANCE WITH TDD STANDARD ROAD AND BRIDGE SPECIFICATIONS. ALL CONSTRUCTION AND CURING OF CONCRETE FOR CURBS AND SIDEWALKS SHALL COMPLY WITH TDD STANDARD ROAD AND BRIDGE SPECIFICATIONS.

REINFORCING BARS SHALL CONFORM TO ASTM A618 GRADE 60 UNLESS OTHERWISE NOTED. SEE SECTIONS A18 AND A19 OF THE STANDARD SPECIFICATIONS. ALL REINFORCING BAR DIMENSIONS ON THE DETAILED DRAWINGS ARE TO CENTERS OF BARS EXCEPT WHERE OTHERWISE NOTED AND ARE SUBJECT TO FABRICATION AND CONSTRUCTION TOLERANCES. ALL REINFORCING BARS SHALL BE EPOXY-COATED. THE MINIMUM SPACING LENGTH FOR ALL REINFORCING BARS SHALL BE 1'-3".

WHEN GROUTING BARS IN VERTICALLY DRILLED HOLES, THE CONTRACTOR SHALL DRILL HOLES 1/8" IN DIAMETER LARGER THAN THE SPECIFIED REINFORCING STEEL. THE HOLES SHALL BE CLEANED, PACKED WITH EPOXY GROUT AND THE REINFORCING STEEL DRIVEN TO ITS SET. ALL GROUTING MATERIAL SHALL BE APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL PAY FOR AND MAINTAINANCE OF PROTECTION OF EXISTING UTILITIES AND STRUCTURES INCLUDING WATER SERVICES, SEWER LATERALS, TELEPHONE, POWER, GAS AND FIBER OPTIC LINES.

BEFORE THE WORK IS STARTED, THE CONTRACTOR SHALL NOTIFY ALL COMPANIES, CORPORATIONS, MUNICIPALITIES, AND INDIVIDUALS WHO OWN UTILITIES ON THE CONSTRUCTION SITE. IN THE EVENT OF ANY UNREASONABLE INTERFERENCE TO THE CONSTRUCTION AREA BY THESE UTILITIES MAY BE AFFECTED BY THE WORK, THE CONTRACTOR SHALL ARRANGE TO HAVE THE VARIOUS UTILITIES LOCATED AND TO HAVE THEM REPAIRED OR RELOCATED AS REQUIRED, OR TO DETERMINE THE METHOD OF PROTECTION ACCEPTABLE TO THE RESPECTIVE OWNER. IF THE METHOD OF PROTECTION IS NOT SPECIFIED HEREINAFTER, ANY COST INCURRED WITH REPAIRING, RELOCATING OR PROTECTING UTILITIES SHALL BE BORNE BY THE CONTRACTOR UNLESS INDICATED OTHERWISE.

ALL UTILITIES WHICH ARE DAMAGED OR IMPAIRED SHALL BE REPAIRED OR REPLACED BY THE RESPECTIVE UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE VICINITY OF EXISTING UTILITIES WITH THE RESPECTIVE UTILITY COMPANY. THE WORK SHALL BE CONDUCTED IN A MANNER TO AVOID SERVICE INTERRUPTION AND IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE RESPECTIVE UTILITY COMPANY. TEMPORARY BRACING OR SUPPORTS SHALL BE INSTALLED AS NEEDED TO SUFFICIENTLY SUPPORT UTILITY LINES, ETC. DURING CONSTRUCTION. ALL METHODS FOR SUPPORTING AND MAINTAINING THE EXISTING UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE RESPECTIVE UTILITY COMPANY AND THE OWNER. ANY UTILITIES REQUIRED AS PART OF THE WORK AND NOT REQUIRED TO BE REMOVED OR ABANDONED, SHALL BE RESTORED USING MATERIALS AND INSTALLATION EQUAL TO THE UTILITY'S STANDARD.

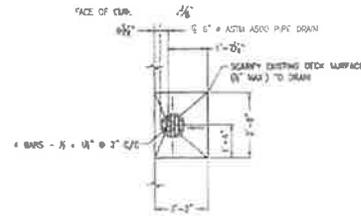
CONTRACTORS SHALL USE EXTREME CARE AND TAKE ANY MEASURE NECESSARY TO INSURE THAT NO DEBRIS IS DROPPED INTO WATERWAYS BELOW THE BRIDGES. THIS SHALL BE ACCOMPLISHED BY THE USE OF DROPPET NETTING, WRAPPING, WORK PLATFORM, OR OTHER SIMILARLY EFFECTIVE MEANS. ANY DEBRIS WHICH IS ALLOWED TO DROP ON THE DECKS BELOW THE BRIDGE SHALL NOT BE ALLOWED TO ENTER THE WATERWAYS AND SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. COST OF REMOVING AND DISPOSING OF DEBRIS SHALL BE INCLUDED IN OTHER BID ITEMS.

THE CONTRACTOR SHALL SUBMIT AND IMPLEMENT A WORK PLAN FOR REVIEW BY THE ENGINEER. THE WORK PLAN SHALL ADDRESS REQUIREMENTS OF OPERATIONS, ENVIRONMENTAL PROTECTION, WORKER SAFETY, AND CONTAMINATION AND DISPOSAL OF DEBRIS/CONSTRUCTION WASTEWATER. THE CONTAMINATION SYSTEM SHALL NOT EXCEED THE MAXIMUM VERTICAL CLEARANCES OF 8'0" UNDER THE STRUCTURE. ALL DEBRIS/CONSTRUCTION MATERIALS SHALL BE COLLECTED AND HANDLED DAILY IN A LEGAL MANNER. WORKER SAFETY SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.

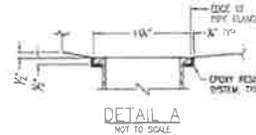
THE CONTRACTOR SHALL REMOVE ALL MATERIAL FROM THE SITE AND SHALL BE RESPONSIBLE FOR LAWFUL AND PROPER DISPOSAL OF ALL REMOVED MATERIAL. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL LAWS.

ANY AREA THAT IS DISTURBED OUTSIDE THE LIMITS OF THE CONSTRUCTION DURING THE LIFE OF THE PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

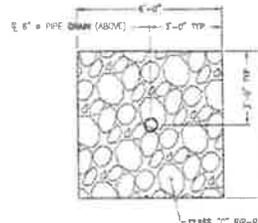
UNLESS OTHERWISE NOTED, THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS DATED APRIL 1, 1997, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED MARCH 1, 2006, AND AS AMENDED BY CONTRACT PROVISIONS AND THE COMPLETE MASTER COPY OF THE PLAN ADDENDUM.



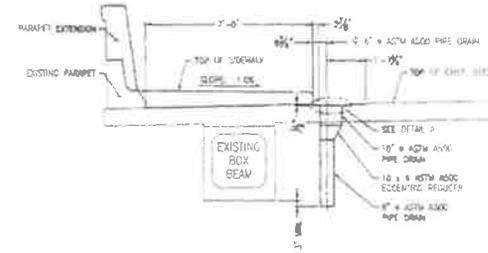
TYPICAL BRIDGE PIPE DRAIN PLAN
SCALE: 1/2" = 1'-0"



DETAIL A
NOT TO SCALE



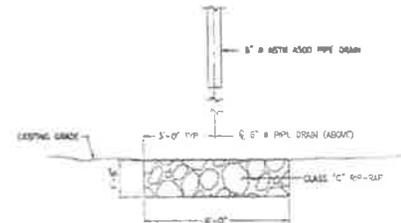
TYPICAL RIP-RAP APRON PLAN
SCALE: 1/2" = 1'-0"



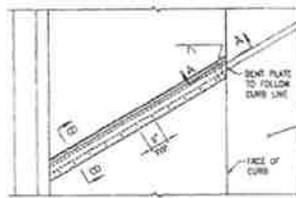
TYPICAL BRIDGE PIPE DRAIN SECTION
SCALE: 1/2" = 1'-0"

BRIDGE DECK DRAIN HOLES:

1. BRIDGE PIPE DRAIN SHALL BE IN ACCORDANCE WITH TDD STD-1-2 EXCEPT AS MODIFIED ON THE PLANS.
2. PRIOR TO CORING HOLES FOR THE BRIDGE PIPE DRAINS, THE CONTRACTOR SHALL LOCATE THE EXISTING TRANSVERSE REINFORCING STEEL AND MAKE EVERY ATTEMPT POSSIBLE TO AVOID CORING THROUGH EXISTING TRANSVERSE REINFORCING STEEL. PRIOR TO CORING HOLES FOR THE BRIDGE PIPE DRAINS, THE CONTRACTOR SHALL LOCATE THE EXISTING GAS LINE, WATER, ETC. IN THE EVENT OF A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CORING AT THESE LOCATIONS.
3. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF THE SUBMITTED WORK PLAN TO LOCATE AND LOCATE OF CONSTRUCTION DEBRIS. DAMAGE CAUSED BY FALLING DEBRIS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



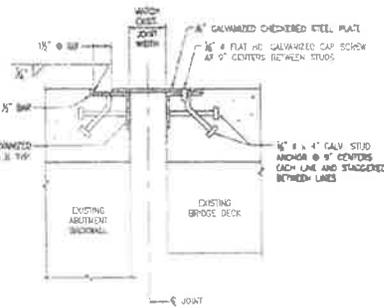
TYPICAL RIP-RAP APRON SECTION
SCALE: 1/2" = 1'-0"



JOINT PLAN AT SIDEWALK
SCALE: 1/2" = 1'-0"



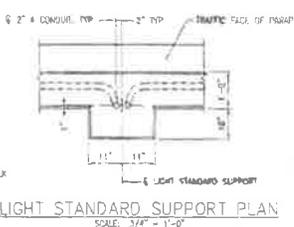
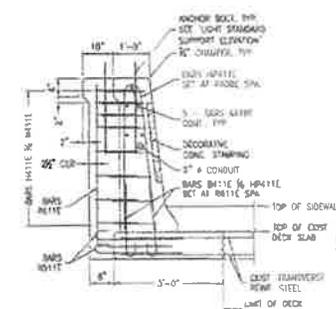
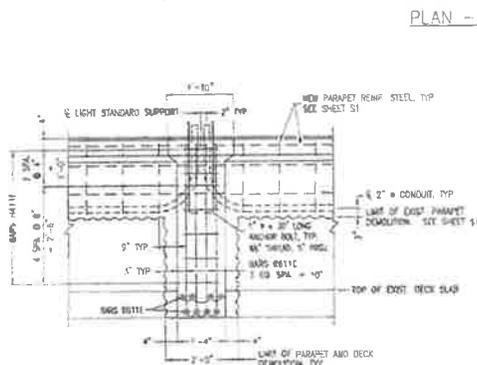
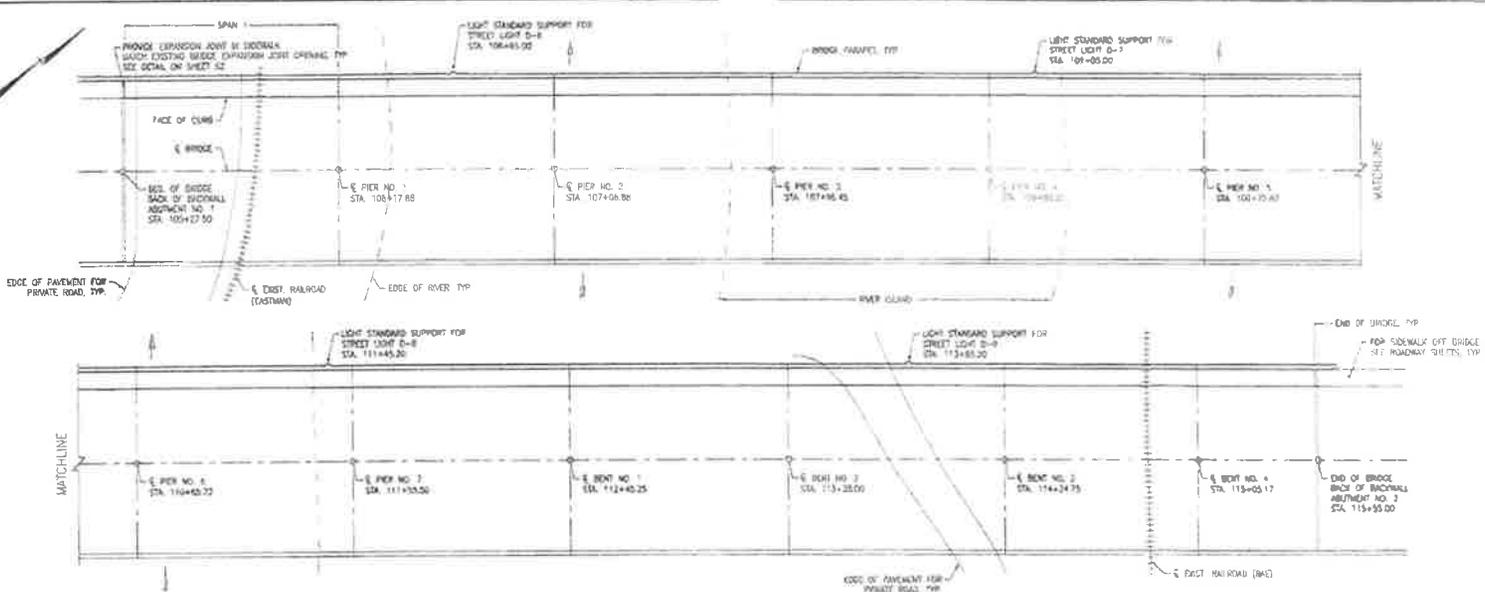
SECTION A-A
SCALE: 3/4" = 1'-0"



SECTION B-B
SCALE: 3/4" = 1'-0"

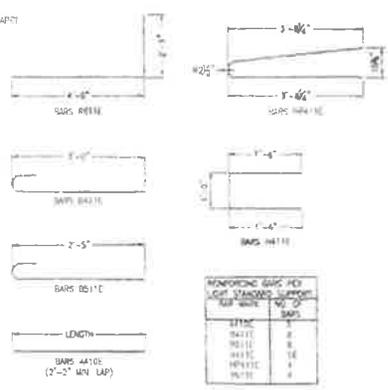
WILCOX DRIVE STRUCTURAL
MODIFICATIONS TO EXISTING BRIDGES
GENERAL NOTES
SECTIONS AND DETAILS
CITY OF KINGSFORD, TENNESSEE

S2



CLASS "A" CONCRETE	PERFORMING STEEL
C.Y.	LB
0.77	15a

ESTIMATED QUANTITIES
(PER LIGHT STANDARD SUPPORT)



- LIGHT STANDARD SUPPORT NOTES:
1. SEE DET. 1" DEEP INTO THE EXISTING PARAPETS AND DECK REMOVE EXISTING CONCRETE TO THE LIMITS SHOWN.
 2. CHIPPING NUMBERS OF THE 15 POUND CLASS SHALL BE USED TO REMOVE EXISTING CONCRETE.
 3. CHAIRS SHALL BE USED TO PREVENT DAMAGE TO THE EXISTING REINFORCING STEEL AND TO THE PORTIONS OF THE EXISTING PARAPET CONCRETE THAT IS TO REMAIN.
 4. EXISTING EXPOSED REINFORCING STEEL AND TOUCHED CONCRETE SURFACE SHALL BE CLEANED.
 5. APPLY APPROVED FORMING AGENT TO EXISTING TOUCHED SURFACE PRIOR TO PLACE/OUT OF NEW CONCRETE.
 6. FOR DETAILS AND DIMENSIONS NOT SHOWN IN ALL LIGHT STANDARD SUPPORT DETAILS, REFER TO DET. 800-B-223.

BELOW DRAWN, SCHEDULED, AND NOTATIONS TO EXISTING BRIDGES
LIGHT STANDARD SUPPORTS LOCATIONS AND DETAILS
 CITY OF KINGSFORD, TENNESSEE

32735
S4



AGENDA ACTION FORM

Interlocal Cooperation Agreement with the Emergency Communications District of the City

To: Board of Mayor and Aldermen
From: Tilden J. Fleming, City Manager

Action Form No.: AF-11-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: Fleming, Moser
Presentation By: Fleming, Moser

Recommendation:

Approve the resolution.

Executive Summary:

Beginning on January 21, 1994, the City and the District have cooperated to provide emergency communications service to the users, residents and taxpayers of Kingsport by an annual Interlocal Cooperation Agreement. The attached resolution, which includes a copy of the agreement, authorizes a new Interlocal Cooperation Agreement with the District. It recognizes a significant change in the relationship. The District has had a new facility constructed which will serve both the District's Public Safety Answering Point and the City's Central Dispatch. The agreement establishes policies and procedures for emergency 911 service to city users and residents, setting out the responsibilities of the parties and payment to the City for its expenses. The effective date of the agreement is July 1, 2014.

Attachments:

- 1. Resolution

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT; TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; TO MAKE CERTAIN CHANGES TO THE AGREEMENT AS NEEDED; TO TAKE SUCH ACTS AND EXECUTE SUCH OTHER DOCUMENTS NECESSARY OR DESIRABLE TO IMPLEMENT OR COMPLY WITH THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION; AND RATIFYING ALL ACTS FROM JULY 1, 2014 CONSISTENT WITH THE AGREEMENT

WHEREAS, the Emergency Communications District of the City of Kingsport, Tennessee desires to enter into an agreement with the city; and

WHEREAS, approval of the agreement will provide "911" services to the citizens and residents of the city and establish policies and procedures for same; and

WHEREAS, the agreement will be advantageous to and serve the public interest of the city.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Interlocal Cooperation Agreement with the Emergency Communications District of the City of Kingsport, Tennessee, substantially as set forth herein, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, the Interlocal Cooperation Agreement with the Emergency Communications District of the City of Kingsport, Tennessee, substantially in the form as hereinafter set out, said agreement being generally as follows:

AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE
INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE
THIS AGREEMENT made and entered into as of this 1st day of July, 2014 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, DISTRICT, by its Resolution adopted on June 19, 2014, authorized the execution of an inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No. _____, authorized the execution of an inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

1. PURPOSE. This Agreement shall be for the purpose of establishing the terms and conditions by which DISTRICT and CITY shall provide facilities, services and employees necessary to operate and maintain communications service for both DISTRICT and CITY. It is further intended that all such shall be exercised in an efficient and economical manner so that such public services may be efficiently provided to the users and the public at large.

2. SUCCESSORS. It is the intention of the Parties to bind themselves, and any successors to either, to this Agreement for so long as the purpose hereinabove stated shall continue to be desired by either Party.

3. PHYSICAL PLANT. DISTRICT shall provide a building and grounds for a Public Safety Answering Point (PSAP) and a CITY Central Dispatch with all necessary and desirable associated amenities to make such operations fully functional in essentially the same fashion as the present facilities in the Justice Center and DISTRICT shall provide to CITY a location for a communications tower and reasonably associated facilities, as the same may be necessary or desirable, as follows:

a. DISTRICT does hereby lease to CITY such part of that certain real property bearing Sullivan County Tax Identification No. Map 0460 Group G Control Map 0460 Parcel 015.20 and having a street address of 141 Unicoi Street, City of Kingsport, Sullivan County, Tennessee, as is necessary for the location of and connections to and from a tower necessary to support CITY's 800 MHZ radio equipment, including all necessary access to that tower for maintenance, repair or replacement.

i. CITY shall not allow the use of that tower for any other purpose or by any other entity.

ii. CITY shall reimburse DISTRICT for the cost of installing grounding facilities for the tower during construction of the building.

b. DISTRICT does hereby lease to CITY such part of that building located at 141 Unicoi Street as is necessary for CITY's Central Dispatch with all necessary and desirable associated amenities to make the operation fully functional in essentially the same fashion as the present facilities in the Justice Center.

c. CITY does hereby lease to DISTRICT such part of that certain real property located at 4598 Fort Henry Drive to serve as the "back-up" Public Safety Answering Point.

d. CITY shall record a Memorandum of Lease memorializing the provisions of this Section in the Registers Office for Sullivan County at Blountville, Tennessee.

4. EMPLOYEES. CITY shall provide to DISTRICT the services of a total of 19 personnel for operation of emergency communications services for DISTRICT, including:

a. one (1) Watch Commander having the rank of Police Lieutenant, with corresponding salary and benefits, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and

b. one (1) Communications Technical Services Coordinator; and

c. one (1) Dispatch Supervisor; and

d. four (4) Shift Leaders; and

e. twelve (12) Dispatchers.

These employees are employees of CITY for all purposes, including, but not limited to salary and benefits, Workers Compensation and tort liability.

5. TRAINING. In providing "911" service to the citizens and residents of CITY, and other service users, DISTRICT has elected to utilize the direct dispatch method of responding to emergency calls. This "911" service is provided by means of this inter-local agreement between DISTRICT and CITY. In compliance with 2003 Tenn. Pub. Acts, chapter 254, Sections 2 and 3, DISTRICT and CITY agree that each of the 911 dispatchers employed by CITY pursuant to said inter-local agreement, must not only meet the general requirements set forth in Tenn. Code Ann. Section 7-86-205 and Tenn. Code Ann. Section 58-2-202, but must also, within six (6) months of their employment with CITY, meet those training and course of study requirements established from time to time by the PUBLIC SAFETY COMMITTEE created by Tenn. Code Ann. Section 58-2-201 and the EMERGENCY COMMUNICATIONS BOARD, Department of Commerce and Insurance of the State of Tennessee. It is understood by the Parties that this agreement imposes an obligation on CITY that DISTRICT's expectation of receiving due performance will not be impaired. In order that no reasonable grounds for insecurity shall arise with respect to the performance of CITY, CITY shall provide assurance of its due performance by reporting to DISTRICT, on or about the beginning of every calendar year, with regard to whether each emergency call taker or public safety dispatcher, who receives an initial or transferred 911 call from the public, who is performing services on behalf of DISTRICT pursuant to this inter-local agreement, has satisfied the minimum requirements for dispatcher training established by the rules of the DEPARTMENT OF COMMERCE AND INSURANCE, EMERGENCY COMMUNICATIONS BOARD, CHAPTER 0780-6-2 relating to DISPATCHER TRAINING REGULATIONS (Tenn. Comp. R. & Reg. 0780-6-2 et seq.); and, that evidence of completion of such training is available for inspection, as are attendance records, course outlines and lesson plans.

6. ADMINISTRATIVE SERVICES. CITY shall provide to DISTRICT the opportunity to participate in using other services and facilities available to departments of CITY including, but not limited to, electronic data processing, geographic information systems, accounting, record management, insurance and purchasing; and more particularly, the Geographic Information System (GIS) division to provide products and services to DISTRICT, to include maintenance and update of geographic

information within the city limits of Kingsport directly and indirectly related to Emergency Communications; data specifically maintained for E911 purposes include point data concerning address information, streets centerline data with address ranges, and emergency service zone information; coordination of the Master Street and Address Guide (MSAG); data update, maintenance and software support to the mapping applications located in the PSAP; coordination with EMBARQ and MicroDATA (mapping vendor) to ensure continuity of operations during upgrades to mapping software; and data not directly related to emergency communication but deemed useful in the PSAP including city limits, fire hydrants, digital orthophotography, emergency service agencies, school grounds, parks, and many other geographic features relevant to emergency communications to be updated from GIS to the PSAP regularly on an as-needed basis.

7. RADIO DISPATCH CONTROL CENTER CONSOLE EQUIPMENT. Pursuant to the duties of CITY under the November, 2014, City-County Agreement to establish a comprehensive plan to maintain a Simulcast P25 Digital 800MHz radio system pursuant to the terms of the contract with the State of Tennessee to participate in the Tennessee Advanced Communications Network (TACN) and to provide, install and maintain the Blountville, Holston Mountain, Bristol and Bays Mountain transmitter repeater sites; as provided hereinabove, CITY shall be responsible for the real estate, towers; and buildings; maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios; Fire Station and Alerting System; and, installation of radios on CITY' s portion of the physical plant.

8. VISIONCAD (COMPUTER-AIDED DISPATCH) SOFTWARE AND TRAINING. The software used by dispatchers to actually dispatch the appropriate emergency services in accordance with District's use of the direct dispatch method of responding to emergency calls shall be a permanent part of the Physical Plant referred to hereinabove.

9. DIRECT FIBER ETHERNET CABLE. The Physical Plant referred to hereinabove shall include a 20 Megabyte dedicated internet access by Direct Fiber Ethernet Cable provided by CenturyLink which in the event network facilities are disrupted, equipment fails, the main Public Safety Answering Point must be evacuated, or for any other reason that 911 calls cannot be answered at the main Public Safety Answering Point, will serve the "back-up" Public Safety Answering Point located at 4598 Fort Henry Drive.

10. INSURANCE. Necessary or desirable insurance coverage shall be procured as follows:

- a. casualty or hazard insurance insuring the physical plant and its contents against fire and extended coverage (including "all risk" coverage) for the full replacement cost of the improvements constructed on the property; and,
- b. general liability insurance providing coverage for premises liability; and,
- c. tort liability insurance providing coverage for civil claims arising from the actions or omissions of CITY's employees in processing emergency calls or any other matter related to the provision of 911 service; and,
- d. any other insurance coverage as either DISTRICT or CITY shall find necessary or desirable.

11. CONSIDERATION.

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees and administrative services. The annual amount of such reimbursement shall be TWO HUNDRED TEN THOUSAND AND 00/100's DOLLARS (\$210,000.00) payable quarterly; additional payments of \$576.00 each for Monthly Recurring Revenue (MRR) charges for Direct Fiber Ethernet service to the "back-up" Public Safety Answering Point; and, a payment of \$530.50 for Non- Recurring Revenue (NRR) charges, unless previously separately paid. It is understood and agreed that any employee vacancy hereinabove stated shall be filled within sixty (60) days. Failure of CITY to fill any personnel vacancy within the sixty day requirement may allow DISTRICT to withhold funding pro-rated for the quarterly billing cycle.

b. CITY shall reimburse DISTRICT for the expenses incurred by it for providing the physical plant. The annual amount of such reimbursement shall be paid

- i. in money's worth by providing all necessary or desirable maintenance of the building and grounds located at 141 Unicoi Street, including, but not limited to, exterior landscaping, garbage and trash removal, mechanical repairs, janitorial services etc. to the same extent and in the same fashion as is provided to other similar facilities of CITY, e.g. City Hall, Justice Center, Fire Stations and other public buildings and grounds; and,
- ii. in money's worth by the leasehold interest granted to DISTRICT in such part of that certain real property located at 4598 Fort Henry Drive serving as the "back-up" Public Safety Answering Point.

c. DISTRICT and CITY shall cooperate in keeping each other informed of any desired amendment to the terms or conditions of this Agreement and any related financial implications of such potential

changes. To that end, DISTRICT shall provide a draft budget to CITY as early as practicable in the budget process and in no case later than the third Thursday of May.

12. TERM. The initial term of this Agreement shall commence as of the beginning of Fiscal Year 2014-2015 on July 1, 2014, and continue until September 30, 2015, at which time this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term"), unless, subject to the intent to be bound stated hereinabove, either Party gives the other Notice in writing of any desired amendment to the terms or conditions hereof, on or before ninety (90) days after the beginning of any Fiscal Year; and each Renewal Term shall, except for any agreed upon amendment to the terms or conditions hereof, be upon the same terms and conditions of this Agreement. By this automatic renewal provision, it is the intent of DISTRICT and CITY that each shall have the opportunity to review the terms and conditions hereof during its budget process prior to the beginning of each Renewal Term, which Renewal Terms shall be deemed the act of the governing body of each Party hereto, as then constituted. In the event that DISTRICT and CITY cannot reach an agreement as to any desired amendment to the terms or conditions hereof proposed by either, they shall refer the matter to an independent person appointed by mutual agreement. In the event that no person is selected by mutual agreement, then each party shall select one independent person and those two individuals shall select a third. The final decision of the three shall be binding.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney, to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the mayor, the city attorney, and all other appropriate officials of the city are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments and certifications hereinabove authorized and approved, as may in their discretion be necessary or desirable to implement or comply with the intent of this resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery.

SECTION V. That all acts, obligations and benefits performed or received from July 1, 2014 to the date of this resolution that are consistent with the terms of this agreement are confirmed and ratified.

SECTION VI. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION VII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Option for a Ground Lease and the Cooperation Agreement with the Kingsport Housing and Redevelopment Authority for the Lee School Property

To: Board of Mayor and Aldermen
From: Tilden J. Fleming, City Manager 

Action Form No.: AF-21-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: Fleming, Billingsley
Presentation By: Fleming, Billingsley

Recommendation:
Approve the resolution.

Executive Summary:

Since the last meeting of this board, the board of education has agreed to surrender the Lee School property to the city if needed, for the project proposed by the Kingsport Housing and Redevelopment Authority for the Lee School property. This is all contingent on the award of a grant to KHRA by the Tennessee Housing Development Agency for the redevelopment of the Lee School property. The attached resolution approves an option for a ground lease between the city and the Kingsport Housing and Redevelopment Authority for the Lee School property and any portion of Sevier Avenue abandoned as part of the planned road relocation in that area, less any portion of the property needed for the "new" Sevier Avenue.

The resolution also approves the application of the 1977 Cooperation Agreement between the city and the Kingsport Housing and Redevelopment Authority, a copy of which is attached.

- Attachments:**
1. Resolution
2. Cooperation Agreement

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OPTION TO ENTER INTO A GROUND LEASE WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY, OR ITS NOMINEE; APPROVING AN AGREEMENT THAT THE COOPERATION AGREEMENT WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY IS APPLICABLE TO THE REDEVELOPMENT OF THE LEE SCHOOL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AUTHORIZING CERTAIN CHANGES TO THE AGREEMENTS, AS NEEDED; AND AUTHORIZING SUCH ACTS AND EXECUTE SUCH OTHER DOCUMENTS NECESSARY OR DESIRABLE TO IMPLEMENT OR COMPLY WITH THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, the Kingsport Housing and Redevelopment Authority would like to apply for a grant from the Tennessee Housing and Redevelopment Agency that, if awarded, would ultimately redevelop the Lee School property into single-family housing; and

WHEREAS, the Kingsport Housing and Redevelopment Authority must have control of the property before it applies for the grant;

WHEREAS, the board of education has, contingent on the award of the grant to the Kingsport Housing and Redevelopment Authority, agreed to release the Lee School property that currently includes the Cora Cox Academy and the maintenance facilities for the education department, solely for the purpose of such redevelopment; and

WHEREAS, the Kingsport Housing and Redevelopment Authority has requested an option to enter into a ground lease for the Lee School property and any portion of Sevier Avenue abandoned as part of the planned road relocation in that area, less any portion of the property needed for the "new" Sevier Avenue; and

WHEREAS, the Kingsport Housing and Redevelopment Authority has requested the city to recognize and agree that the Cooperation Agreement between the city and the Kingsport Housing and Redevelopment Authority dated May 23, 1977, will apply to this redevelopment; and

WHEREAS, the agreement will be advantageous to and serve the public interest of the city.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an Option to Enter into Ground Lease on the Lee School Property and any portion of Sevier Avenue abandoned as part of the planned road relocation in that area, less any portion of the property needed for the "new" Sevier Avenue, is approved, which option is contingent upon the the Kingsport Housing and Redevelopment Authority receiving the grant referred to herein from the Tennessee Housing and Development Agency.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, the Option to Enter into Ground Lease with the Kingsport Housing and Redevelopment Authority, or its

nominee, substantially in the form as hereinafter set out, said agreement being generally as follows:

OPTION TO ENTER INTO GROUND LEASE

This Option to Enter into Ground Lease (this "Option") is dated as of this ____ day of January, 2015, by and between The City of Kingsport, Tennessee, a Tennessee municipal corporation (the "Lessor") and the Kingsport Housing and Redevelopment Authority, or its nominee (the "Lessee").

WITNESSETH

For Ten Dollars (\$10.00) dollars (the "Deposit") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessor agrees to enter into a Ground Lease with Lessee whereby Lessor will exclusively lease to Lessee that certain parcel of property, together with all buildings, improvements, hereditaments and appurtenances thereto commonly known as Robert E. Lee School located at 520 Myrtle Street, Kingsport, Sullivan County, Tennessee (the "Property") as per the legal description attached as Exhibit A and hereby incorporated herein by reference. This Option to Enter into Ground Lease shall be effective until December 31, 2015 (the "Option Term"). Upon the end of the Option Term, in the event that Lessor and Lessee have not executed the ground lease contemplated by this Option, then this Option shall be null and void unless it is extended in writing by Lessor and Lessee. This Option shall also be terminated upon the execution of the Ground Lease between Lessor and Lessee (hereinafter the "Ground Lease"), containing the terms and conditions set forth herein, along with other terms and conditions acceptable to the parties.

During the Option Term, Lessee shall have the right to come on to the Property to conduct such inspections and tests as Lessee reasonably deems necessary for its purposes, and, in addition, Lessee may file with respect to the Property any such applications pertaining to financial assistance from governmental authorities or other lenders, as well as applications for zoning, subdivision, rezoning, site plan and other developmental approvals, as Lessee deems necessary or desirable and Lessor shall use its best efforts to cooperate with Lessee in connection with any such applications and approvals.

Upon Lessee's delivery of written notice to Lessor that Lessee has received all approvals and financing necessary for its use of the Property, including but not limited to all necessary approvals from the U.S. Department of Housing and Urban Development, Lessor and Lessee shall enter into the Ground Lease. The Ground Lease shall contain the following provisions:

(1) The base rent shall be \$10.00 per annum. The Deposit shall be credited against the base rent that is due during the entire term of the Ground Lease. The Ground Lease shall be for a ____ year term, commencing as of its execution.

(2) Execution of the Ground Lease shall be held at such time and place in Sullivan County, Tennessee, by mail, in person, or at such other mutually agreed upon time and location as determined by Lessor and Lessee.

(3) At the time of the execution of the Ground Lease, Lessor shall have good and marketable fee simple title to the Property, insurable by Lessee's title insurer at regular rates, free and clear of all liens and encumbrances, delinquent taxes, leases and other rights of occupancy, easements and restrictions and other title company objections and exceptions, other than any easements or restrictions as may be specifically consented to, in writing, by Lessee. In connection with the execution of the Ground Lease, Lessor agrees to sign and deliver to Lessee or Lessee's title insurer such evidence of Lessor's authority to convey leasehold title to the Property, title affidavits, non-foreign person affidavits and such other documents as Lessee or its title insurer may reasonably request. Lessor covenants that the Property at settlement will be free and clear of any mortgages, delinquent tax liens, judgments or other liens. Lessee shall pay any transfer taxes in connection with the Ground Lease.

(4) At the sole cost of Lessor, the Property shall be delivered to Lessee upon execution of the Ground Lease, vacant and free and clear of any leases, licenses and other rights of occupancy.

(5) This Option supersedes all prior agreements of the parties with respect to a ground lease for the Property.

Lessee represents and warrants to Lessor that it has not engaged any real estate broker or agent in connection with this Option or the lease of the Property, such representation and warranty to survive execution of the Ground Lease or the termination of this Option.

Lessor represents that the person(s) signing this Option as "Lessor" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear leasehold title to the Property.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney, to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the Cooperation Agreement between the city and the Kingsport Housing and Redevelopment Authority dated May 23, 1977, attached hereto as Exhibit A, shall apply to this redevelopment and an agreement stating such is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an amendment to the Cooperation Agreement between the city and the Kingsport Housing and Redevelopment Authority dated May 23, 1977, substantially in the form as hereinafter set out, said agreement being generally as follows:

AMENDMENT AGREEMENT

This Amendment Agreement effective this ____ day of January, 2015, by and between The City of Kingsport, Tennessee, a Tennessee municipal corporation (the "Municipality") and Kingsport Housing & Redevelopment Authority, (the "Local Authority").

WITNESSETH:

WHEREAS, Municipality and Local Authority have previously executed a Cooperation Agreement dated May 23, 1977, which details the obligations between the Municipality and Local Authority regarding any low income Project developed by the Local Authority, a copy of which is attached as Exhibit A (the "Agreement");

WHEREAS, the Local Authority is planning the redevelopment of certain low income housing located in Kingsport, Tennessee, which will include an application for low income housing tax credits to assist with the construction of 59 rental units located on real property more particularly described on Exhibit B attached hereto (the "Myrtle Street Development").

WHEREAS, the parties wish to affirm their understanding that the Myrtle Street Development is a Project as such term is defined in the Agreement and the Agreement will be applicable to the Myrtle Street Development.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Municipality and Local Authority hereby agree that the Myrtle Street Development is a Project as such term is defined in the Agreement.
2. The Agreement shall be applicable to the Myrtle Street Development.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Municipality and Local Authority have caused this Amendment Agreement to be duly signed and delivered.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor, the city attorney, and all other appropriate officials of the city are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments and certifications hereinabove authorized and approved, as may in their discretion be necessary or desirable to implement or comply with the intent of this resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery.

SECTION VII. That the mayor is further authorized to make such changes approved by the mayor and the city attorney, to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION VIII. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IX. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

COOPERATION AGREEMENT

This Agreement entered into this 23rd day of May, 1977, by and between the Kingsport Housing Authority, Inc., (herein called the "Local Authority") and The City of Kingsport, Tennessee (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State of any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 250 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each Project.

3. (a) Under the constitution and statutes of the State of Tennessee, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on the account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government, and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project heretofore undertaken by the Local Authority and identified as Project No. Tenn. 6-5, there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided; That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (Other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in the zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Projects; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

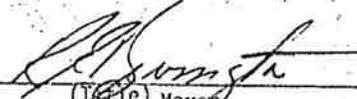
Attest:


(Title) City Recorder

CITY OF KINGSPORT

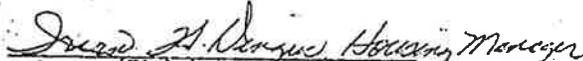
(Corporate Name of Municipality)

By


(Title) Mayor

(SEAL)

Attest:


(Title) Housing Manager

Kingsport Housing Authority, Inc.
(Corporate Name of Local Authority)


(Chairman)



AGENDA ACTION FORM

Agreement with Dick's Sporting Goods for 2015 Parks and Recreation Baseball/Softball Programs

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-09-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: Andy Sigwalt, Kitty Frazier
Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

Across the country, Dick's Sporting Goods has provided a sponsorship opportunity to many Parks and Recreation agencies designed to better youth sports programming. The sponsorship with Dick's Sporting Goods would involve the City receiving new equipment and supplies for the programs, such as scorebooks, batting tees, hitting nets, baseballs and softball to be used during the season. In exchange the Parks & Recreation Department will provide the participants in our leagues promotional information and discount coupons for sporting good supplies at the store. The sponsorship agreement term would last for a period of one year, starting with the 2015 Spring Youth Baseball/Softball season.

Attachments:

- 1. Resolution
- 2. Dick's Sporting Goods Sponsorship Agreement 2015

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT
WITH DICK'S SPORTING GOODS, INC., AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, Dick's Sporting Goods, Inc. has provided sponsorship opportunities to many parks and recreation agencies; and

WHEREAS, Dick's Sporting Goods, Inc. would like to provide the city with a sponsorship opportunity evidenced by a Sponsorship Agreement for the 2015 parks and recreation baseball and softball programs; and

WHEREAS, as part of the agreement, the city receive new equipment and supplies for the programs, such as scorebooks, batting tees, hitting nets, baseballs and softball that will be used during the season; and

WHEREAS, in exchange for the equipment, the Parks & Recreation Department will provide the participants in our leagues promotional information and discount coupons for sporting good supplies at Dick's Sporting Goods, Inc.; and

WHEREAS, the term of the sponsorship agreement is for one year.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a Sponsorship Agreement with Dicks Sporting Goods, Inc. with a term of one year is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Sponsorship Agreement with Dicks Sporting Goods, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

Sponsorship Agreement

Kingsport Parks
& Recreation
Andy Sigwalt
1550 Fort Henry Dr.
Kingsport, Tennessee
37664
423-229-9460

1/12/2015

Dear Andy Sigwalt,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this

Sponsorship Agreement ("Agreement") between Dick's Sporting Goods, Inc. ("DSG" or "Sponsor") and the City of Kingsport, Tennessee (the "City") for its Kingsport Parks & Recreation baseball, tee ball and softball programs ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:	Value
Cash	\$550
In-Store(s) Shop Day(s)	
Shopping Day(s) at our Kingsport store(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s):	N/A
Date(s) 3/14/2015	
DSG Team Packets for distribution to all Organization's players and coaches throughout Term	\$500
Quantity Team Packets 60 Baseball/Softball (\$10/each)	
Community Youth Sports Kits	\$1,802
Quantity Value 15 Baseball Kits 6 Teeball Kits 4 11" Softball Kits 4 12" Softball Kits	
Promotional Items	\$600
Quantity Type of Item 4 7 Ft portable baseball nets	
Total Sponsorship Package Value	\$3,452.00

Organization shall provide DSG with the following:

1. DSG Team Packet distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
4. Distribution of DSG electronic coupon in Organization's email communications at least **6 times** during the Term
5. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
6. Designated DSG email blasts to include DSG e-coupon

Term

The term of this Agreement shall begin on **1/7/2015** and remain in effect until **1/7/2016** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

[Acknowledgements Deleted for Inclusion in this Resolution]

Terms and Conditions of Sponsorship Agreement

1. During the Term of this Agreement, Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including but not limited to, The Sports Authority, Modell's and Academy Sports and Outdoors. If Organization is approached by any direct competitor or sporting goods retailer, Organization will notify Sponsor before making any future commitments.

2. Sponsor and Organization may by mutual agreement continue the sponsorship set forth in this Agreement for a total of two additional years. Sponsor and Organization shall confirm in writing whether they mutually agree to continue the sponsorship prior to the end of the current Term.

3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non- sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

Organization retains all right, title and interest in and to the Organization's name, brand and logo.

4. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Sponsor agrees to obtain the required consent from Organization's participants or event participants or such participant's parent or guardian, as applicable before using such photographs. Organization agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media, provided Organization is able to obtain the required consent and releases from the participants or event participants or such participant's parent or guardian, as applicable.

5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.

6. To the extent permitted by Tennessee law, the liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.

7. To the extent permitted by Tennessee law, Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.

8. To the extent permitted by Tennessee law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.

9. Except as required by the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement and the rights and obligations of the parties shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.

11. No member, official, or employee of the City shall be personally liable to Sponsor or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the sponsorship agreement set out herein that do not substantially alter the material provisions of the sponsorship agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Sponsorship Agreement

Kingsport Parks & Recreation
 Andy Sigwalt
 1550 Fort Henry Dr.
 Kingsport, Tennessee 37664
 423-229-9460

1/12/2015

Dear Andy Sigwalt,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between Dick's Sporting Goods, Inc. ("DSG" or "Sponsor") and the City of Kingsport, Tennessee (the "City") for its Kingsport Parks & Recreation baseball, tee ball and softball programs ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:	Value
Cash	\$550
In-Store(s) Shop Day(s) Shopping Day(s) at our Kingsport store(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s): Date(s) 3/14/2015	N/A
DSG Team Packets for distribution to all Organization's players and coaches throughout Term Quantity Team Packets 60 Baseball/Softball (\$10/each)	\$500
Community Youth Sports Kits Quantity Value 15 Baseball Kits 6 Teeball Kits 4 11" Softball Kits	\$1,802

4 12" Softball Kits

Promotional Items

Quantity	Type of Item	\$600
4	7Ft portable baseball nets	
Total Sponsorship Package Value		\$3,452.00

Organization shall provide DSG with the following:

1. DSG Team Packet distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
4. Distribution of DSG electronic coupon in Organization's email communications at least **6 times** during the Term
5. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
6. - Designated DSG email blasts to include DSG e-coupon

Term

The term of this Agreement shall begin on **1/7/2015** and remain in effect until **1/7/2016** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:

Dick's Sporting Goods, Inc.

Accepted and Agreed:

City of Kingsport

Name: Brian Johnson
Community Marketing Manager

Name (Print):
Title:

Terms and Conditions of Sponsorship Agreement

1. During the Term of this Agreement, Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including but not limited to, The Sports Authority, Modell's and Academy Sports and Outdoors. If Organization is approached by any direct competitor or sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. Sponsor and Organization may by mutual agreement continue the sponsorship set forth in this Agreement for a total of two additional years. Sponsor and Organization shall confirm in writing whether they mutually agree to continue the sponsorship prior to the end of the current Term.
3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

Organization retains all right, title and interest in and to the Organization's name, brand and logo.

4. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Sponsor agrees to obtain the required consent from Organization's participants or event participants or such participant's parent or guardian, as applicable before using such photographs. Organization agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media, provided Organization is able to obtain the required consent and releases from the participants or event participants or such participant's parent or guardian, as applicable.
5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
6. To the extent permitted by Tennessee law, the liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
7. **To the extent permitted by Tennessee law, Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.**
8. To the extent permitted by Tennessee law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of

Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.

9. Except as required by the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement and the rights and obligations of the parties shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.
11. No member, official, or employee of the City shall be personally liable to Sponsor or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Exhibit A

DSG Name/Logo



Download the Dick's Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



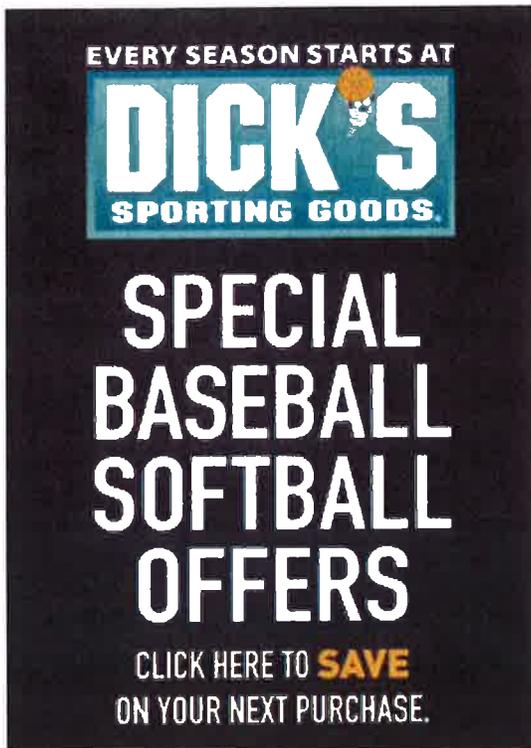
Download the Dick's Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

Exhibit C - Baseball/Softball E-Coupon

Creating a link from your website to your e-coupon

Image 1:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg

Insert the following source code into your html page:

http://www.mydickssportinggoods.com/crmcdn/getoffer.aspx?offer_entity_code=O21H5RM4&token=T227fEvuOqiKSOZN8Zu-fMji7rd2qi-oyecJolS-StAZ4yMIG8mFhWa-4NTmT3G9dgTHqIWp7aH6IKf7cSDAA2

Image 2:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_728x90.jpg

Insert the following source code into your html page:

http://www.mydickssportinggoods.com/crmcdn/getoffer.aspx?offer_entity_code=O21H5RM4&token=T227fEvuOqiKSOZN8Zu-fMji7rd2qi-oyecJolS-StAZ4yMIG8mFhWa-4NTmT3G9dgTHqIWp7aH6IKf7cSDAA2



AGENDA ACTION FORM

Detailed Bond Resolution Authorizing the Issuance of Not to Exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-24-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: James Demming
Presentation By: Demming/Fleming

Recommendation:

Approve a detailed bond resolution authorizing the issuance of not to exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee.

Executive Summary:

Attached for consideration is a detailed bond resolution which authorizes the issuance of not to exceed \$20,200,000 General Obligation Refunding Bonds which refunds the outstanding indebtedness of certain maturities of the following City debt:

The Series 2007 General Obligation Capital Outlay Note, the Series 2007 General Obligation School and Public Improvement Bonds, the Series 2008A General Obligation Bonds and the Series 2008B General Obligation Bonds.

(See attached summary for a more complete explanation.)

Attachments

1. Continuation of Executive Summary
2. Detailed Resolution
3. Attachment I
4. Attachment II
5. Attachment III

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

SUPPLEMENTAL INFORMATION Action Form 24-2015

Executive Summary *continued*:

SUBJECT: Consideration of a Detailed Bond Resolution Authorizing the Issuance of Not to Exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee

As of the date that the refunding plan was submitted to the Division of Local Finance (December 19, 2014), it was estimated that a refunding of these bonds and note could save the City approximately \$1,193,000 in total debt service expenditures over the remaining life of the bonds and note. The latest savings estimate is \$1,494,000. The actual savings will be determined by the interest rates obtained during the sale of the bonds.

In accordance with the City's adopted debt policy, the minimum threshold for considering a refunding transaction is when the expected net present value savings is 3 %. The anticipated net present value savings for this proposed refunding was 5.40% at the time the refunding plan was submitted to the State. The latest NPV savings estimate is 6.9%. The refinancing will not be completed unless meaningful saving can be obtained.

As required under State law, this plan for refunding has been submitted to the Division of Local Finance for review and the City received the Report of the Director of the Office of State and Local Finance (See Attachment I) allowing the City to proceed with the refunding transaction.

Attachment II includes a projected debt service schedule prepared at the time the refunding plan was filed with the State. Attachment III is an updated projected debt service schedule based on recent market conditions. Once the bonds are sold, final schedules will be provided to the BMA. The proposed amount of the bond issue includes the funds necessary to be placed into the escrow account to be used to redeem the outstanding maturities at their first call date. In addition, the bonds include the estimated costs associated with issuing the bonds. These items are also detailed in Attachment II.

It is recommended that staff proceed with the refunding plan as outlined above.

Representatives from Raymond James / Morgan Keegan (Financial Advisor) will be available at the January 19th work session to address any questions the BMA may have.

If additional information is needed, please advise.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$20,200,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, pursuant to resolutions duly adopted by the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Tennessee (the "Municipality"), there have been authorized and issued (i) those certain General Obligation Capital Outlay Notes, Series 2007, dated May 25, 2007, issued in the original principal amount of \$1,600,000 (the "Notes"), (ii) those certain General Obligation School and Public Improvement Bonds, Series 2007, dated June 8, 2007, issued in the original principal amount of \$19,360,000 (the "Series 2007 Bonds"), (iii) those certain General Obligation Bonds, Series 2008A, dated June 12, 2008, issued in the original principal amount of \$7,480,000 (the "Series 2008A Bonds"), and (iv) those certain General Obligation Bonds, Series 2008B, dated June 12, 2008, issued in the original principal amount of \$11,165,000 (the "Series 2008B Bonds") (the Notes, the Series 2007 Bonds, the Series 2008A Bonds, and the Series 2008B Bonds herein collectively referred to as the "Refunded Bonds");

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell refunding bonds for the purpose of refunding bonds previously authorized and issued in advance of the maturity or redemption date of such bonds and to pay costs incident to the issuance and sale of the refunding bonds;

WHEREAS, the refunding of the Refunded Bonds will result in costs savings to the Municipality;

WHEREAS, the plan of refunding for the Refunded Bonds and the plan of balloon indebtedness have been submitted to the State Director of Local Finance for review and a report on the plan of refunding and an approval of the plan of balloon indebtedness have been issued by such Director;

WHEREAS, it is necessary to appoint an escrow agent for the purpose of ensuring the payment of the principal of, premium, if any, and interest on the Refunded Bonds, and to provide for the execution of an escrow agreement between the Municipality and said escrow agent so as to best provide for the redemption of the Refunded Bonds;

WHEREAS, it is necessary to make provisions for the redemption in advance of the maturity of the Refunded Bonds;

WHEREAS, the Board finds that it is necessary and desirable to issue not to exceed \$20,200,000 General Obligation Refunding Bonds, Series 2015 (the "Bonds"), for the purposes of refunding the Refunded Bonds and paying costs incident to the issuance of the Bonds;

WHEREAS, it is necessary to authorize an official statement in connection with the issuance of the Bonds; and,

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Bonds:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” shall mean Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Authorized Representative of the Municipality” means the then Mayor, the then Recorder, or the then Treasurer, of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

“Board” means the Board of Mayor and Aldermen of the Municipality.

“Bond”, means individually, and “Bonds” means, collectively, the General Obligation Refunding Bonds, Series 2015 of the Municipality, authorized to be issued by this Resolution of the Board.

“Bond Counsel” means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Bondholder”, “Owner”, or any similar term, when used with reference to the Bonds, means any Person who shall be the registered owner of any then Outstanding Bond or Bonds.

“City Attorney” means the duly appointed City Attorney of the Municipality, or his or her successors.

“Closing Date” means the date of sale, delivery, and payment of the Bonds.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds, and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Bonds.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company, New York, New York.

“Escrow Agent” means the escrow agent selected by the Municipality to serve as escrow agent under the Escrow Agreement.

“Escrow Agreement” means that certain Escrow Agreement between the Municipality and the Escrow Agent in substantially the form attached hereto as Exhibit “B” with such changes and revisions as may be deemed necessary by the Authorized Representatives of the Municipality executing the Escrow Agreement.

“Government Obligations” means any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of Federal agencies to the extent unconditionally guaranteed by the United States of America, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

“Interest Payment Date” means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Mayor” means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

“Outstanding,” “Bonds Outstanding,” or “Outstanding Bonds” means, as of a particular date, all Bonds issued and delivered and authenticated under this Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Bond in lieu of or in substitution for which another Bond shall have been delivered and authenticated pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (4) any Bond deemed paid under the provisions of this Resolution, except that any such Bond shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Principal Payment Date” means each date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Recorder” means the duly appointed, qualified, and acting Recorder of the Municipality, or his or her successors.

“Registration Agent” means Regions Bank, or its successor, or successors hereafter appointed in the manner provided in this Resolution.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Treasurer” means the duly appointed, qualified, and acting Treasurer of the Municipality, or his or her successors.

Section 3. Authorization. For the purpose of providing funds to refund the Refunded Bonds and to pay costs incident to the issuance of the Bonds, there is hereby authorized to be issued General Obligation Refunding Bonds, Series 2015 of the Municipality, in the aggregate principal amount of not to exceed Twenty Million Two Hundred Thousand Dollars (\$20,200,000), or such lesser aggregate amount as may be determined by the Authorized Representatives of the Municipality executing the Bonds. No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Board hereby finds that the refunding of the Refunded Bonds will result in cost savings to the Municipality.

Section 4. Form of Bonds; Execution. (a) The Bonds, or any series thereof, are issuable only as fully registered bonds, without coupons, in the denomination of \$5,000 or any integral multiple thereof. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. Each series of Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon, and shall be approved as to form by the manual or facsimile signature of the City Attorney. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bonds.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the respective dates of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Maturities, Interest Rates, Payment, and Certain Other Provisions of Bonds.

(a) The Bonds shall be issued in one or more series, and subject to the adjustments permitted under Section 19 hereof shall be known as “General Obligation Refunding Bonds, Series 2015,” shall be dated as of the date of issuance and delivery, and shall have such series designation or other dated date as shall be determined by the Mayor pursuant to Section 19 hereof. The Bonds shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be determined. The Bonds shall bear interest from the date thereof at a rate or rates to be hereafter determined by the Municipality when said Bonds, or any series thereof, are sold, but not exceeding the maximum rate allowed by law, such interest being payable (subject to the adjustments permitted under Section 19 hereof) semi-annually on the first day of March and September of each year, commencing September 1, 2015. Subject to the adjustments permitted pursuant to Section 19 hereof, the Bonds shall mature serially or be subject to mandatory redemption and be payable on March 1 of each year, subject to prior optional redemption, as hereinafter provided, either serially or through mandatory redemption, in the years 2016 through 2028, inclusive.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal of, and the premium, if any, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond.

(b) Interest on the Bonds shall be payable by check or other form of draft of the Registration Agent deposited by the Registration Agent in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owners of such Bonds, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Registration Agent as of the close of business on the fifteenth (15th) calendar day of the month next preceding the applicable Interest Payment Date (the “Regular Record Date”). The principal or redemption price, if any, of all Bonds shall be payable upon presentation and surrender of such Bonds at the principal corporate trust office of the Registration Agent. All payments of the principal of, premium, if any, and interest on, the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) Any interest on any Bond which is payable but is not punctually paid or duly provided for on any Interest Payment Date on which interest is due (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by check or other form of draft of the Registration Agent to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be

fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangement satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) calendar days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) calendar days prior to the date of the proposed payment to the Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) calendar days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner at the address thereof as it appears in the registration books of the Municipality maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any Owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on, the Bonds when due.

(d) The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global Bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this Section, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

(i) any successor of DTC or its nominee;

(ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,

(iii) any Person, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

(e) The Registration Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including, but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified

to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. The Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this subsection (e) of this Section 5.

Section 6. Redemption. (a) Subject to the adjustments permitted under Section 19 hereof, the Bonds maturing March 1, 2016 through March 1, 2025, are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2026, are subject to redemption prior to maturity on March 1, 2025, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par, plus accrued interest to the date fixed for redemption.

(b) Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption. Each such notice of redemption shall state: (1) the redemption date; (2) the redemption price; (3) if less than all Outstanding Bonds are to be redeemed, the registered number and the CUSIP number printed on the Bonds (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (4) that on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date provided sufficient funds are available on such redemption date to fully pay the redemption price of and the interest on the Bonds called for redemption; and, (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registration Agent. Neither failure to mail any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which notice was correctly given.

(c) If notice of redemption shall have been given in the manner and under the conditions provided herein and if on the date so designated for redemption the Registration Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Bonds to be redeemed as provided in this Resolution, then: (1) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date; (2) interest on the Bonds so called for redemption shall cease to accrue; and, (3) such Bonds shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registration Agent.

(d) Prior to any redemption date, the Municipality shall deposit with the Registration Agent an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

(e) If on the redemption date, monies for the redemption of all Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registration Agent so as to be available therefor on such date, the Bonds or portions thereof so

called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

(f) In case any Bond is of a denomination larger than \$5,000, a portion of such Bond - \$5,000 or any integral multiple thereof - may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In selecting Bonds for redemption, the Municipality shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If part but not all of a Bond shall be selected for redemption, the Owner thereof or his, her, or its legal representative shall present and surrender such Bond to the Registration Agent for payment of the principal amount thereof so called for redemption and the premium, if any, on such principal amount thereof so called for redemption, and the Municipality shall execute and the Registration Agent shall authenticate and deliver to such Owner or legal representative, without charge therefor, for the unredeemed portion of the Bond surrendered, a Bond or Bonds of the same maturity, bearing the same interest rate, and of authorized denomination or denominations.

Section 7. Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 8. Registration Books and Registration Agent. (a) The Municipality hereby appoints Regions Bank as registration agent and paying agent (the "Registration Agent") with respect to the Bonds and authorizes the Registration Agent so long as any of the Bonds shall remain Outstanding, to maintain at the principal corporate trust office of the Registration Agent, books for the registration and transfer of the Bonds on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond entitled to registration or transfer and to authenticate and deliver the Bonds either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal, interest, and redemption premium, if any, with respect to the Bonds.

(b) The Registration Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by a written instrument of acceptance executed and delivered to the Recorder prior to or on the Closing Date.

Section 9. Exchange of Bonds. Bonds upon surrender thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bonds duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Bonds surrendered for exchange.

Section 10. Transfer of Bonds. (a) Each Bond shall be transferable only on the registration books maintained by the Registration Agent at the principal corporate trust office of the Registration Agent, upon the surrender for cancellation thereof at the principal corporate trust

office of the Registration Agent, together with an assignment of such Bond duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Registration Agent shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name any Bond shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or redemption price of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 11. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Bonds in accordance with the provisions of this Resolution. For every exchange or transfer of Bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Bond during the fifteen (15) calendar days next preceding an Interest Payment Date or the first mailing of any notice of redemption or with respect to any Bond, after such Bond has been called for redemption.

Section 12. Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond is mutilated, lost, stolen, or destroyed, the Municipality may execute, and upon the request of an Authorized Representative of the Municipality and the Registration Agent shall deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the Municipality and the Registration Agent: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to save the Municipality and the Registration Agent harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, an Authorized Representative of the Municipality and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality and the Registration

Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, an Authorized Representative of the Municipality may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the Municipality and the Registration Agent in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality and the Registration Agent such security or indemnity as an Authorized Representative of the Municipality and the Registration Agent may require to save the Municipality and the Registration Agent harmless and evidence to the satisfaction of an Authorized Representative of the Municipality and the Registration Agent, of the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 13. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution as of the date of authentication. The certificate of authentication of the Registration Agent on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registration Agent, but it shall not be necessary that the same officer sign and date the certificate of authentication on all Bonds that may be issued hereunder.

Section 14. Permitted Acts and Functions of Registration Agent. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent.

Section 15. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Recorder; provided, however, until a successor Registration Agent is appointed the Registration Agent shall continue to carry out the duties and obligations of the Registration Agent

created by this Resolution. The Registration Agent may be removed at any time by resolution of the Municipality filed with such Registration Agent. Any successor Registration Agent shall be appointed by resolution of the Municipality and shall be a trust company or a bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Registration Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign, and deliver any monies held by it as Registration Agent, and all books and records held by it as Registration Agent, to its successor, or if there be no successor then appointed, to the Recorder until such successor be appointed.

Section 16. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

Section 17. Source of Payment and Security. The Bonds, including the principal thereof, the premium, if any, and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Bonds shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of, premium, if any, and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 18. Levy of Taxes. For the purpose of providing for the payment of the principal of, premium, if any, and interest on, the Bonds, to the extent necessary, there shall be levied in each year in which such Bonds shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal, premium, if any, and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the General Fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in General Fund of the Municipality, and used for the payment of principal and interest on the Bonds as the same shall become due.

Section 19. Sale of Bonds. (a) The Bonds shall be sold at public sale (the "Public Sale") in the manner provided by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with Raymond James & Associates, Inc., Nashville, Tennessee, the Municipality's financial advisor (the "Financial Advisor"). The Bonds, or any series thereof, shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown authorized in Section 3 hereof for each series, and to make corresponding adjustments to the maturity dates of each series designated in Section 5 hereof; provided, however, that the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued hereunder.

(c) The Mayor is further authorized:

(1) to change the dated date of the Bonds or any series thereof;

(2) to specify the series designation of the Bonds, or any series thereof, to a designation;

(3) to change the first interest payment date on the Bonds, or any series thereof, to a date other than September 1, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) to adjust the principal and interest payment dates and determined maturity or mandatory redemption amounts of the Bonds, or any series thereof, provided that (i) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds, or any series thereof, is a date not earlier than March 1, 2016 and (iii) the final maturity date of each series of Bonds shall not exceed March 1, 2028;

(5) to change the optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds, or any series thereof, does not exceed two percent (2%) of the principal amount thereof;

(6) to sell the Bonds, or any series thereof, or any maturities thereof, as term bonds with mandatory redemption requirements as determined by the Mayor, as the Mayor shall deem most advantageous to the Municipality; and,

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.

(d) The Mayor of the Municipality is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Board. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Board, in one or more series, as the Mayor shall deem to be advantageous to the Municipality, and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds, Series 2015"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this Resolution or bonds authorized by other resolution or resolutions adopted by the Board.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate allowed by law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Board with respect thereto shall be required. The form of the Bond attached hereto as Exhibit A, shall be conformed to reflect any changes made pursuant to this Section.

(f) The Mayor and the Recorder are authorized to cause the Bonds to be authenticated and delivered to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. Notice of such Public Sale shall be given in accordance with the provisions of the Act. The Mayor and Recorder are hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds.

Section 20. Approval of Preliminary Official Statement and Official Statement. (a) The Mayor, the Recorder, and the City Manager, or any of them, working with the Financial Advisor, are hereby authorized to cause the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement in connection with the sale of the Bonds in such form and containing such information as the Mayor shall determine appropriate and consistent with the terms of this Resolution and to deem the Preliminary Official Statement final for the purpose of Securities and Exchange Commission Rule 15c(2)(12).

(b) The Board hereby authorizes an Official Statement of the Municipality substantially in the form of the Preliminary Official Statement relating to the Bonds, with such modifications thereto as the Mayor and the Recorder approve. The Mayor and Recorder are hereby authorized and directed to execute copies of said Official Statement and to deliver said Official Statement to the purchaser of such Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Board hereby consents to the lawful use of said Official Statement and the information contained therein in connection with the public offering and sale of the Bonds by the initial purchaser of such Bonds. The Mayor and the Recorder are authorized to deem the Official Statement final for the purpose of Securities and Exchange Commission Rule 15(c)(2)(12).

(c) The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of pricing and other information.

Section 21. Disposition of Bond Proceeds and Other Funds. The proceeds of the sale of the Bonds and certain other funds shall be used and applied as follows:

(a) Accrued interest, if any, shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof and used to pay interest on the Bonds on the first Interest Payment Date following delivery of the Bonds.

(b) Such amount as is necessary from the principal proceeds, and premium received, if any, from the sale of the Bonds shall be deposited with the Escrow Agent under the Escrow Agreement to be invested as set forth therein to provide for the payment of the principal of, interest on, and redemption premium, if any, in connection with the Refunded Bonds.

(c) Any amounts remaining from the principal proceeds of the sale of the Bonds shall be used for the purpose of paying the costs incurred in connection with the issuance of the Bonds.

Section 22. Escrow Agreement; Appointment of Escrow Agent. The Escrow Agreement between the Municipality and the Escrow Agent in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor and the Recorder are hereby authorized and directed to execute such Escrow Agreement, in substantially such form with such changes as may be approved by the Mayor and the Recorder, their execution of such Escrow Agreement to be conclusive evidence of their approval of such changes, and to make provision for the execution of such Escrow Agreement by the appropriate officials of the Escrow Agent, as such Escrow Agent is designated by the Municipality.

Section 23. Redemption of Refunded Bonds. Upon the issuance of the Bonds, the Refunded Bonds shall be called for redemption in accordance with the provisions of the applicable resolution authorizing the issuance of the Refunded Bonds. Notices of call for redemption shall be given by the Escrow Agent to the holders of the Refunded Bonds in the manner required as set forth in the applicable resolution authorizing the issuance of the Refunding Bonds.

Section 24. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of any series of tax-exempt Bonds issued hereunder that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would

not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owners of the Bonds for purposes of federal income taxation.

Section 25. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Municipality to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes.

Section 26. Amendments. After the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owners of all the Outstanding Bonds have been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Bondholders. The laws of the State of Tennessee shall govern this Resolution.

Section 27. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owners from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the owners thereof for purposes of federal income taxation.

Section 28. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the entire indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of, premium, if any, and interest on, the Bonds, as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"; which Trustee may be the Registration Agent), in trust, at or before the date of maturity or redemption, sufficient monies or Government Obligations, the principal of and interest on which, when due and payable, will provide sufficient monies to pay or redeem the Bonds Outstanding hereunder and to pay premium, if any, and interest thereon when due until the maturity or redemption date; provided, if such Bonds are to be redeemed prior to the maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice; or,

(c) By delivering such Bonds to the Registration Agent, for cancellation by such Registration Agent.

If the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Board instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of, premium, if any, and interest on, such Bonds when due, then and in that case indebtedness evidenced by such Bonds shall be discharged and satisfied, and all covenants, agreements, and obligations of the Municipality to the owners of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate, and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the Owners thereof shall thereafter be entitled only to payment out of the monies or Government Obligations deposited as aforesaid.

Except as otherwise provided in this Section neither Government Obligations nor monies deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on, said Bonds; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of, premium, if any, and interest, to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

Nothing contained in this Section shall be construed to alter or change the redemption provisions set forth herein. No redemption privilege shall be exercised with respect to the Bonds except at the option and election of the Municipality. The optional right of redemption shall not be exercised by the Registration Agent unless expressly so directed by an Authorized Representative of the Municipality.

Section 29. Miscellaneous Acts. The Mayor, the Recorder, the Treasurer, the City Manager, and the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, entering into an agreement with the Financial Advisor to provide financial advisory services for the Municipality and services related to the issuance, sale, and delivery of the Bonds, entering into an agreement with a dissemination agent to provide continuing disclosure services, and making arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and the redemption of the Refunded Bonds.

Section 30. Failure to Present Bonds. (a) In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the Treasurer or the official of the Municipality designated by law as the custodian of such funds, any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 31. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal of such Bonds need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 32. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Initial Resolution or this Resolution against

any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 33. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 34. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or enforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 35. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 20th day of January, 2015.

MAYOR

ATTEST:

APPROVED AS TO FORM:

RECORDER

CITY ATTORNEY

STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS

I, James H. Demming, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on January 20, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization, issuance, and sale of not to exceed \$20,200,000 General Obligation Refunding Bonds, Series 2015 of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 20th day of January, 2015.

RECORDER

(SEAL)

EXHIBIT "A"
FORM OF BOND

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS
CITY OF KINGSPORT
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2015

Interest Rate: Maturity Date: Dated Date: CUSIP:

Registered Owner: CEDE & CO.

Principal Amount:

THE CITY OF KINGSPORT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Sullivan and Hawkins Counties, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless this bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, upon the presentation and surrender hereof at the principal corporate trust office of Regions Bank, or its successor as paying agent and registration agent (the "Registration Agent"), the Principal Amount identified above, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, semiannually on March 1 and September 1 of each year (the "Interest Payment Date"), commencing September 1, 2015, to said Registered Owner hereof by check or other form of draft of the Registration Agent mailed to the Registered Owner at the address shown on the registration books of the Municipality, maintained by the Registration Agent, as of the close of business on the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date (the "Regular Record Date"), in like coin or currency at the Interest Rate per annum set forth above until payment of said Principal Amount. Provided, however, that should the Municipality default in the payment of interest on such Interest Payment Date, such

defaulted interest (the "Defaulted Interest") shall be payable to the person in whose name this bond is registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest established by notice mailed by the Registration Agent on behalf of the Municipality not less than ten (10) calendar days preceding such Special Record Date by first class mail, postage prepaid, to the Registered Owner hereof at the address thereof as it appears on the registration books of the Municipality maintained by the Registration Agent as of the date of such notice, which notice shall identify the proposed payment of such Defaulted Interest and the Special Record Date therefor.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes, and except as otherwise provided in said Code.

This bond is one of a series of bonds known as "General Obligation Refunding Bonds, Series 2015" (the "Bonds"), issued by the Municipality in the aggregate principal amount of \$ _____. The Bonds, which are issued for the purposes of (1) providing funds to refund the outstanding maturities of (a) those certain General Obligation Capital Outlay Notes, Series 2007, dated May 25, 2007, issued in the original principal amount of \$1,600,000 (the "Notes"), (b) those certain General Obligation School and Public Improvement Bonds, Series 2007, dated June 8, 2007, issued in the original principal amount of \$19,360,000 (the "Series 2007 Bonds"), (c) those certain General Obligation Bonds, Series 2008A, dated June 12, 2008, issued in the original principal amount of \$7,480,000 (the "Series 2008A Bonds"), and (d) those certain General Obligation Bonds, Series 2008B, dated June 12, 2008, issued in the original principal amount of \$11,165,000 (the "Series 2008B Bonds") (the Notes, the Series 2007 Bonds, the Series 2008A Bonds, and the Series 2008B Bonds herein collectively referred to as the "Refunded Bonds"); and (2) paying costs incident to the issuance and sale of the Bonds, are authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on January 20, 2015, entitled "Resolution Authorizing the Execution, Terms, Issuance, Sale, and Payment of Not to Exceed \$20,200,000 General Obligation Refunding Bonds, Series 2015, of the City of Kingsport, Tennessee, and Providing the Details Thereof", as such resolution may be from

time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bonds are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this bond, both principal, premium, if any, and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this bond is registered as the absolute owner hereof, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on, this bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Bonds are issuable only as fully registered Bonds, without coupons, in the denomination of \$5,000, or any authorized integral multiple thereof. At the principal corporate trust office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Bond Resolution, Bonds may be exchanged for an equal aggregate principal amount of fully registered Bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this paragraph, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

- (i) any successor of DTC or its nominee;
- (ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a

determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,

(iii) any Person, as defined in the Resolution, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

Subject to the provisions for registration and transfer contained herein and in the Resolution, this bond shall be transferable by the Registered Owner at the principal office of the Registration Agent upon surrender and cancellation of this bond, and thereupon a new Bond of the same series, principal amount, interest and maturity will be issued to the transferee as provided in the Resolution and upon payment of the transfer charges therein prescribed. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Municipality and the Registration Agent, and any other person, may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof, and for all other purposes, and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

The Bonds maturing March 1, 2016 through March 1, 2025 are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2026, are subject to redemption prior to maturity on March 1, 2025, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par plus accrued interest to the date fixed for redemption.

Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Registered Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption.

This bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such bond. This bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this bond in order to make this bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSPORT, TENNESSEE, by its Board of Mayor and Aldermen has caused this bond to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, and to be approved as to form by the manual or facsimile signature of the City Attorney, all as of the Dated Date.

(SEAL)

ATTEST:

RECORDER

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the provisions of the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2015 of the City of Kingsport, Tennessee.

**REGIONS BANK,
as Registration Agent**

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and do(es) hereby irrevocably constitute and appoint, attorney, to transfer the same on the registration books of the Registration Agent, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT "B"

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated _____, 2015 between REGIONS BANK (the "Escrow Agent"), and the CITY OF KINGSPORT, TENNESSEE (the "Municipality").

WITNESSETH:

WHEREAS, the Municipality has issued its \$ _____ General Obligation Refunding Bonds, Series 2015, dated the date of original issuance and delivery (the "Bonds"), for the purposes of redeeming the outstanding maturities of (i) those certain General Obligation Capital Outlay Notes, Series 2007, dated May 25, 2007, issued in the original principal amount of \$1,600,000 (the "Notes"), (ii) those certain General Obligation School and Public Improvement Bonds, Series 2007, dated June 8, 2007, issued in the original principal amount of \$19,360,000 (the "Series 2007 Bonds"), (iii) those certain General Obligation Bonds, Series 2008A, dated June 12, 2008, issued in the original principal amount of \$7,480,000 (the "Series 2008A Bonds"), and (iv) those certain General Obligation Bonds, Series 2008B, dated June 12, 2008, issued in the original principal amount of \$11,165,000 (the "Series 2008B Bonds") (the Notes, the Series 2007 Bonds, the Series 2008A Bonds, and the Series 2008B Bonds herein collectively referred to as the "Refunded Bonds"); (v) paying on their respective due dates interest on the Refunded Bonds, (vi) paying any applicable redemption premium on the Refunded Bonds, and (vii) paying the costs of issuance incurred in connection with the issuance of the Bonds;

WHEREAS, pursuant to a resolution adopted by the Municipality on January 20, 2015, authorizing the issuance of the Bonds (the "Resolution"), the Escrow Agent has been appointed Escrow Agent by the Municipality for the purpose of assuring the payment of the principal of and interest on the Refunded Bonds and the Mayor and the Recorder of the Municipality have been authorized and directed to execute this Escrow Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Municipality and the Escrow Agent have agreed and hereby agree as follows for the equal and proportionate benefit and security of the owners of the Refunded Bonds:

Section 1. The Municipality will hereafter cause to be deposited with the Escrow Agent for the account of the Municipality from the proceeds of the Bonds the sum of \$ _____, such amount together with the investment income from all such monies is herein referred to as the Escrow Fund.

Section 2. The Municipality has called for redemption on [_____], the Refunded Bonds in the aggregate principal amount of \$ _____.

Notice of call for redemption with respect to such Refunded Bonds shall be given by the Escrow Agent on behalf of the Municipality to the owners of the Refunded Bonds as required in the resolutions authorizing said Refunded Bonds.

Section 3. (a) The Escrow Fund shall be immediately invested in direct obligations of the United States of America ("Investment Securities") in the following manner:

The amount of \$ _____ shall be invested in the Investment Securities described in Schedule B attached at the prices therein stated (which will result in the yield to the Municipality from such Investment Securities being _____% per annum), all as more fully described in Schedule B hereto attached, resulting in an initial cash balance in said fund from such proceeds of \$ _____.

The investment income from the Investment Securities in the Escrow Fund shall be credited to such fund and shall not be reinvested; provided, however, that the Escrow Agent may reinvest any monies remaining from time to time in the Escrow Fund in Investment Securities as shall be directed in writing by the Mayor of the Municipality; provided, that as a condition precedent to such reinvestment, when and only when (i) the Escrow Agent receives an opinion of counsel of recognized experience in matters under Section 148 of the Internal Revenue Code of 1986, as amended, relating to arbitrage bonds, that such reinvestment will not cause the Refunded Bonds to be arbitrage bonds (except that an opinion of counsel shall not be required if such reinvestment is in Zero Interest State and Local Government Series Securities issued by the Borrower of the Public Debt of the U.S. Department of the Treasury), and (ii) such reinvestment will not reduce the amount of money available to pay principal of and interest and redemption premiums on the Refunded Bonds when due below the amount necessary to make such payment. Any Investment Securities shall be direct obligations of the United States of America.

(b) The Escrow Agent shall not sell or request the redemption of any Investment Security; provided, that Investment Securities in the Escrow Fund may be replaced by the Municipality as directed in writing by the Mayor of the Municipality when and only when (i) the Escrow Agent receives an opinion of counsel of recognized experience in matters under Section 148 of the Internal Revenue Code of 1986, as amended, relating to arbitrage bonds, that such replacement will not cause the Refunded Bonds or the Bonds to be arbitrage bonds, and (ii) such replacement will not reduce the amount of money available to pay principal of and interest and redemption premiums on the Refunded Bonds when due below the amount necessary to make such payment. Any replacement Investment Securities shall be direct obligations of the United States of America.

Section 4. No paying agents' fees for the payment of principal of or interest on the Bonds or the Refunded Bonds or registrar's fees or other charges may be paid from the escrowed money or Investment Securities prior to retirement of all Refunded Bonds and the Municipality agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 5. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of principal and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the Municipality of such deficiency.

Section 6. The Escrow Agent shall deliver to the Recorder of the Municipality a report of each transaction relating to the Escrow Fund as such transaction occurs, and on or before the first day of August of each year shall deliver to the Recorder a report of the financial condition of the Escrow Fund as of June 30 of such year and an operating statement for the Escrow Fund for the year ending June 30 of such year.

Section 7. The Escrow Agent agrees with the Municipality that the fee of the Escrow Agent throughout the term of this Escrow Agreement shall be \$_____ payable on the date hereof and the Municipality hereby agrees to pay such fee.

Section 8. The Escrow Agent shall without further authorization or direction from the Municipality collect the principal of and interest on the Investment Securities promptly as the same shall fall due and, to the extent that Investment Securities and monies are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, or monies sufficient for the payment of the principal of, premium, and interest on such Refunded Bonds as the same shall become due and payable, all as set out in the collective Exhibit "A" hereof. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal and interest (and premium) by such paying agent or agents without default. The Municipality represents and warrants that the Escrow Fund, if held, invested, and disposed of by the Escrow Agent in accordance with the provisions of this Escrow Agreement, will be sufficient to make the foregoing and all other payments required under this Escrow Agreement. The proper paying agents for the Refunded Bonds are shown in Exhibit "A". When the aggregate total amount required for the payment of principal of and interest (and premium) on the Refunded Bonds has been paid to the paying agent bank(s) as hereinabove provided, the Escrow Agent shall transfer monies or Investment Securities then held hereunder to the Municipality and this Escrow Agreement shall cease.

Section 9. The Escrow Agent and the Municipality recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as herein provided and in the provisions of this Escrow Agreement. It is therefor recited, understood and agreed that this Escrow Agreement shall not be subject to revocation or amendment until its provisions have been fully carried out.

Section 10. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of any of its obligations, or to protect any of the Municipality's rights under any bond proceeding or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which

it may do or refrain from doing, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, or in the Refunded Bonds or the Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

The Escrow Agent shall perform only such duties and responsibilities as are expressly set forth in this Escrow Agreement and no other or further duties or responsibilities shall be implied. The Escrow Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall be entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Escrow Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Escrow Agent may execute any of its trusts or powers and perform any of its duties under this Escrow Agreement by or through attorneys, agents, or employees. The Escrow Agent is not liable for the accuracy of the calculations as to the sufficiency of the Investment Securities and money to pay the Refunded Bonds. If the Escrow Agent applies the Investment Securities and money as provided in this Escrow Agreement, the Escrow Agent will not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by the calculations.

The Escrow Agent may at any time resign and be discharged from its duties and obligations hereunder by giving thirty (30) calendar days notice, in writing, to the Municipality of such resignation specifying when such resignation shall take effect which date shall not be less than sixty (60) calendar days from the date of such notice. The Municipality shall promptly appoint a successor escrow agent by the resignation date. If the Municipality does not appoint a successor by the resignation date, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, which court may thereupon, appoint a successor escrow agent. In the event the Escrow Agent resigns, the Municipality shall be responsible for any unpaid fees of the Escrow Agent through the effective date of the resignation. Any corporation, association, or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business, or any corporation, association, or other entity resulting from any such conversion, sale, merger, consolidation, or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

The Municipality may remove the Escrow Agent at any time, by giving thirty (30) calendar days notice, in writing, to the Escrow Agent specifying when such removal shall take effect. The Municipality shall appoint a successor escrow agent by the removal date.

Section 11. None of the provisions contained in this Escrow Agreement shall require the Escrow Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Escrow Agent shall be under no liability for interest on any fund or other property received by it hereunder, except as herein expressly provided.

Section 12. The Municipality agrees that it will promptly and without delay remit to the Escrow Agent, within ten (10) days after receipt of its written request, such additional sum or sums of money as may be necessary to assure the payment of the Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Escrow Agreement that are in excess of the sums provided for under Section 7 hereof.

Section 13. The Escrow Agent shall hold the Investment Securities and all money received by it from the collection of principal of and interest on the Investment Securities, and all money received from the Municipality hereunder, in a special fund and separate trust account wholly segregated from all other funds and investments deposited with the Escrow Agent, and shall never commingle such investments with other money or investments. Title to such Investment Securities and money shall remain in the Municipality.

Section 14. If any provision of this Escrow Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 15. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 16. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by telegram as follows:

If to the Municipality:

City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660-4285
Attention: Recorder

To the Escrow Agent:

Regions Bank
150 Fourth Avenue North
Suite 900
Nashville, Tennessee 37219
Attention: Corporate Trust Services

The Municipality and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 17. This Escrow Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Municipality has caused this Escrow Agreement to be signed in its name by the Mayor of the Municipality and attested by the Recorder and the official seal of the Municipality to be impressed hereon, and the Escrow Agent has caused this Escrow Agreement to be signed in its corporate name by its duly authorized representative, all as of the date first above written.

CITY OF KINGSPORT

(SEAL)

By: _____
MAYOR

Attest:

By: _____
RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

REGIONS BANK,
as Escrow Agent

By: _____

Title: _____

SCHEDULE A

Escrow Agreement, dated _____, 2015
City of Kingsport, Tennessee

\$ _____ General Obligation Capital Outlay Notes, Series 2007,
dated May 25, 2007

<u>Payment Date</u>	<u>Interest</u> %	<u>Called Principal</u> \$	<u>Call Premium</u>	<u>Total Amount Due</u>
---------------------	----------------------	-------------------------------	---------------------	-------------------------

Paying Agent: City Recorder

\$ _____ General Obligation School and Public Improvement Bonds, Series 2007,
dated June 8, 2007

<u>Payment Date</u>	<u>Interest</u> %	<u>Called Principal</u> \$	<u>Call Premium</u>	<u>Total Amount Due</u>
---------------------	----------------------	-------------------------------	---------------------	-------------------------

Paying Agent: Regions Bank

SCHEDULE A, continued

\$ _____ General Obligation Bonds, Series 2008A,
dated June 12, 2008

<u>Payment Date</u>	<u>Interest</u> %	<u>Called Principal</u> \$	<u>Call Premium</u>	<u>Total Amount Due</u>
---------------------	----------------------	-------------------------------	---------------------	-------------------------

Paying Agent: Regions Bank

\$ _____ General Obligation Bonds, Series 2008B,
dated June 12, 2008

<u>Payment Date</u>	<u>Interest</u> %	<u>Called Principal</u> \$	<u>Call Premium</u>	<u>Total Amount Due</u>
---------------------	----------------------	-------------------------------	---------------------	-------------------------

Paying Agent: Regions Bank

SCHEDULE B

**Escrow Agreement, dated _____, 2015
City of Kingsport, Tennessee**

**Investment Securities to be acquired pursuant
to the Escrow Agreement for \$ _____**

See attached schedules

Initial Cash Balance \$ _____



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE & LOCAL FINANCE
SUITE 1800 JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872 FAX (615) 741-5986

December 23, 2014

Honorable Dennis Phillips, Mayor
Board of Mayor and Alderman
City of Kingsport
225 West Center Street
Kingsport, TN 37660

Dear Mayor Phillips and Alderpersons:

This letter and attached report should be presented at the next Board meeting with a copy provided to each Alderperson.

This letter acknowledges receipt on December 19, 2014, from the City of Kingsport (the "City") of a request to review a plan of refunding (the "Plan") for the issuance of a maximum \$20,200,000 General Obligation Refunding Bonds, Series 2015 (the "Refunding Bonds"), to current refund an estimated \$812,000 General Obligation Capital Outlay Note, Series 2007 (the "2007 Notes"); and to advance refund an estimated:

- \$10,345,000 General Obligation School and Public Improvement Bonds, Series 2007 (the "2007 Bonds");
- \$2,985,000 General Obligation Bonds, Series 2008A (the "2008A Bonds"); and
- \$4,455,000 General Obligation Bonds, Series 2008B (the "2008B Bonds").

The 2007 Notes, 2007 Bonds, 2008A Bonds, and 2008B Bonds are collectively (the "Refunded Bonds"). The total amount of refunded principal is \$18,597,000.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

BALLOON INDEBTEDNESS

The City submitted a plan of balloon indebtedness for review. The City stated in the plan "since issuance of the bonds is expected to result in significant net aggregate annual and net present value savings, the sale and issuance of the bonds will strengthen the overall financial position of the municipality. Accordingly, this transaction and the proposed amortization schedule are in the best interests of the citizens of the municipality." This advance refunding transaction, with the proposed

bond structure, reduces the average life of the refunded bonds from 9.29 years to 9.16 years and produces net present savings of \$1,004,133. The Bonds' final maturity does not extend beyond the final maturity of the refunded bonds.

The City's plan of balloon indebtedness was approved in a separate letter dated December 23, 2014.

FINANCIAL PROFESSIONALS

The City has reported Raymond James as its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of its municipal advisor.

CITY'S PROPOSED REFUNDING OBJECTIVE

The City indicated its purpose for the refunding is for present value debt service savings.

COMPLIANCE WITH THE CITY'S DEBT MANAGEMENT POLICY

The City provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

This letter, report, and the Plan are to be posted on the City's website, if there is one. The same report is to be provided to each member of the City Council and reviewed at the public meeting at which the proposed refunding bond resolution will be presented.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no

refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

REPORT ON DEBT OBLIGATION

We are enclosing the Report on Debt Obligation. The form must be completed for all debt issued. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Jeff Fleming, City Manager, City of Kingsport
Mr. James Demming, CFO, City of Kingsport
Mr. Rick Dulaney, Raymond James
Ms. Cindy Barnett, Adams and Reese

Enclosures: Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE
BY THE CITY OF KINGSPORT, TENNESSEE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015**

City of Kingsport (the "City") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of a maximum \$20,200,000 General Obligation Refunding Bonds, Series 2015 (the "Refunding Bonds"), to current refund an estimated \$812,000 General Obligation Capital Outlay Note, Series 2007 (the "2007 Notes"); and to advance refund an estimated:

- \$10,345,000 General Obligation School and Public Improvement Bonds, Series 2007 (the "2007 Bonds");
- \$2,985,000 General Obligation Bonds, Series 2008A (the "2008A Bonds"); and
- \$4,455,000 General Obligation Bonds, Series 2008B (the "2008B Bonds").

The 2007 Notes, 2007 Bonds, 2008A Bonds, and 2008B Bonds are collectively (the "Refunded Bonds"). The total amount of refunded principal is \$18,597,000.

The Plan was prepared with the assistance of the City's municipal advisor, Raymond James. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different to that of the Plan. The City provided a copy of its debt management policy.

BALLOON INDEBTEDNESS

The City submitted a plan of balloon indebtedness for review. The City stated in the plan "since issuance of the bonds is expected to result in significant net aggregate annual and net present value savings, the sale and issuance of the bonds will strengthen the overall financial position of the municipality. Accordingly, this transaction and the proposed amortization schedule are in the best interests of the citizens of the municipality." This advance refunding transaction, with the proposed bond structure, reduces the average life of the refunded bonds from 9.29 years to 9.16 years and produces net present savings of \$1,004,133. The Bonds' final maturity does not extend beyond the final maturity of the refunded bonds.

The City's plan of balloon indebtedness was approved in a separate letter dated December 23, 2014.

CITY'S PROPOSED REFUNDING OBJECTIVE

The City indicated its purpose for the refunding is for present value debt service savings.

REFUNDING ANALYSIS

- The results of the refunding are based on the assumption that \$17,450,000 Refunding Bonds will be sold by competitive sale and priced at a premium of \$2,708,073.
- The City is making a transfer of \$341,711 from prior issue debt service funds to call bonds and pay costs of issuance.
- The estimated net present value savings of the refunding is \$1,004,133 or 5.40% of the refunded principal amount of \$18,597,000. Gross savings are \$1,193,118.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.

- Estimated cost of issuance of the Refunding Bonds is \$246,725 or \$14.14 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

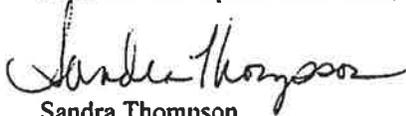
Table 1
Costs of Issuance of the Refunding Bonds

	Amount	Price per \$1,000 bond
Underwriter (TBD by competitive sale)	\$ 139,600.00	\$ 8.00
Municipal Advisor (Raymond James)	37,500.00	2.15
Bond Counsel (Adams and Reese)	30,000.00	1.72
Other Costs (Includes \$16,625 for rating agency fees)	39,625.00	2.27
Total Cost of Issuance	\$ 246,725.00	\$ 14.14

The City has identified Raymond James as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: December 23, 2014



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

December 23, 2014

Honorable Dennis Phillips, Mayor
Board of Mayor and Alderman
City of Kingsport
225 West Center Street
Kingsport, TN 37660

Dear Mayor Phillips and Alderpersons:

The City of Kingsport (the "City"), presented a plan of balloon indebtedness (the "Plan") on December 19, 2014, to issue an estimated \$20,200,000 General Obligation Refunding Bonds, Series 2015 (the "Bonds") as balloon indebtedness. The City's report of the plan of refunding is presented in a separate letter dated December 23, 2014.

Balloon Indebtedness

The City submitted a plan of balloon indebtedness for review. The City stated in the plan "since issuance of the bonds is expected to result in significant net aggregate annual and net present value savings, the sale and issuance of the bonds will strengthen the overall financial position of the municipality. Accordingly, this transaction and the proposed amortization schedule are in the best interests of the citizens of the municipality." This advance refunding transaction, with the proposed bond structure, reduces the average life of the refunded bonds from 9.29 years to 9.16 years and produces net present savings of \$1,004,133. The Bonds' final maturity does not extend beyond the final maturity of the refunded bonds.

Approval

The comptroller of the treasury or the comptroller's designee shall evaluate each plan of balloon indebtedness based on the plan's particular circumstances and shall approve the plan only if a determination is made that the repayment structure is in the public's interest. Based on the review of the Plan in accordance with statute, the Plan is approved.

Sincerely,


Sandra Thompson
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Jeff Fleming, City Manager, City of Kingsport
Mr. James Demming, CFO, City of Kingsport
Mr. Rick Dulaney, Raymond James
Ms. Cindy Barnett, Adams and Reese

Preliminary

\$17,450,000

City of Kingsport, Tennessee

General Obligation Refunding Bonds, Series 2015

(Refunding of Series 2007A Bonds, 2007 Capital Outlay Note, & Series 2008A&B)

Savings Report

Date	Principal	Coupon	Interest	Total P+I	Refunded D/S	Savings
06/30/2015	-	-	-	-	-	812.29
06/30/2016	155,000.00	2.000%	756,048.33	911,048.33	932,124.40	21,076.07
06/30/2017	155,000.00	3.000%	746,700.00	901,700.00	931,697.20	29,997.20
06/30/2018	160,000.00	4.000%	742,050.00	902,050.00	932,022.80	29,972.80
06/30/2019	170,000.00	2.000%	735,650.00	905,650.00	931,060.00	25,410.00
06/30/2020	1,020,000.00	5.000%	732,250.00	1,752,250.00	1,863,850.00	111,600.00
06/30/2021	1,075,000.00	5.000%	681,250.00	1,756,250.00	1,864,250.00	108,000.00
06/30/2022	1,130,000.00	5.000%	627,500.00	1,757,500.00	1,866,400.00	108,900.00
06/30/2023	2,270,000.00	2.000%	571,000.00	2,841,000.00	2,986,487.50	145,487.50
06/30/2024	2,315,000.00	5.000%	525,600.00	2,840,600.00	2,983,312.50	142,712.50
06/30/2025	2,435,000.00	5.000%	409,850.00	2,844,850.00	2,983,125.00	138,275.00
06/30/2026	2,550,000.00	5.000%	288,100.00	2,838,100.00	2,978,475.00	140,375.00
06/30/2027	2,685,000.00	4.000%	160,600.00	2,845,600.00	2,989,362.50	143,762.50
06/30/2028	1,330,000.00	4.000%	53,200.00	1,383,200.00	1,429,937.50	46,737.50
Total	\$17,450,000.00	-	\$7,029,798.33	\$24,479,798.33	\$25,672,104.40	\$1,198,118.36

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,345,031.49
Net PV Cashflow Savings @ 2.333%(Bond Yield)	1,345,031.49
Transfers from Prior Issue Debt Service Fund	(341,710.65)
Contingency or Rounding Amount	812.29
Net Present Value Benefit	\$1,004,133.13
Net PV Benefit / \$18,597,000 Refunded Principal	5.399%
Net PV Benefit / \$17,450,000 Refunding Principal	5.754%
Bond Year Dollars	\$162,135.42
Average Coupon	4.335754%
Average Life	9.291 Years

REF 2005 2007 & 2008 bond | Issue Summary | 12/17/2014 | 11:16 AM

RAYMOND JAMES

Preliminary

\$17,450,000

City of Kingsport, Tennessee

General Obligation Refunding Bonds, Series 2015

(Refunding of Series 2007A Bonds, 2007 Capital Outlay Note, & Series 2008A&B)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
03/01/2015	-	-	-	-
03/01/2016	155,000.00	2.000%	756,048.33	911,048.33
03/01/2017	155,000.00	3.000%	746,700.00	901,700.00
03/01/2018	160,000.00	4.000%	742,050.00	902,050.00
03/01/2019	170,000.00	2.000%	735,650.00	905,650.00
03/01/2020	1,020,000.00	5.000%	732,250.00	1,752,250.00
03/01/2021	1,075,000.00	5.000%	681,250.00	1,756,250.00
03/01/2022	1,130,000.00	5.000%	627,500.00	1,757,500.00
03/01/2023	2,270,000.00	2.000%	571,000.00	2,841,000.00
03/01/2024	2,315,000.00	5.000%	525,600.00	2,840,600.00
03/01/2025	2,435,000.00	5.000%	409,850.00	2,844,850.00
03/01/2026	2,550,000.00	5.000%	288,100.00	2,838,100.00
03/01/2027	2,685,000.00	4.000%	160,600.00	2,845,600.00
03/01/2028	1,330,000.00	4.000%	53,200.00	1,383,200.00
Total	\$17,450,000.00	-	\$7,029,798.33	\$24,479,798.33

Yield Statistics

Bond Year Dollars	\$162,135.42
Average Life	9.291 Years
Average Coupon	4.3357574%
Net Interest Cost (NIC)	2.7516048%
True Interest Cost (TIC)	2.5317950%
Bond Yield for Arbitrage Purposes	2.3326629%
All Inclusive Cost (AIC)	2.6010129%
IRS Form 8038	
Net Interest Cost	2.2882469%
Weighted Average Maturity	9.328 Years

REF 2006 2007 & 2008 bond | Issue Summary | 12/17/2014 | 11:16 AM

RAYMOND JAMES

Preliminary

\$17,450,000

City of Kingsport, Tennessee

General Obligation Refunding Bonds, Series 2015

(Refunding of Series 2007A Bonds, 2007 Capital Outlay Note, & Series 2008A&B)

Detail Costs Of Issuance

Dated 02/28/2015 | Delivered 02/28/2015

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$37,500.00
Bond Counsel	\$30,000.00
Moody's fee	\$16,625.00
S&P fee	\$15,750.00
POS/Official Statement	\$2,000.00
Verification Agent	\$3,500.00
Registration and Paying Agent	\$1,250.00
Other - CUSIP, FedEx, Misc., Etc	\$500.00
TOTAL	\$107,125.00

REF-2005 2007 & 2008 bond | Issue Summary | 12/17/2014 | 11:16 AM

RAYMOND JAMES

Preliminary

\$17,630,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2015A

(Refunding of Series 2007A, 2007 Capital Outlay Note, & Series 2008A&B, 101Call)

Savings Report

Date	Principal	Coupon	Interest	Total P+I	Refunded D/S	Savings
06/30/2015	-	-	-	-	-	2,647.44
06/30/2016	145,000.00	3.000%	709,614.58	854,614.58	932,124.40	77,509.82
06/30/2017	145,000.00	4.000%	699,400.00	844,400.00	931,697.20	87,297.20
06/30/2018	-	-	693,600.00	693,600.00	932,022.80	238,422.80
06/30/2019	325,000.00	4.000%	693,600.00	1,018,600.00	931,060.00	(87,540.00)
06/30/2020	1,060,000.00	4.000%	680,600.00	1,740,600.00	1,863,850.00	123,250.00
06/30/2021	1,105,000.00	4.000%	638,200.00	1,743,200.00	1,864,250.00	121,050.00
06/30/2022	1,150,000.00	4.000%	594,000.00	1,744,000.00	1,866,400.00	122,400.00
06/30/2023	2,290,000.00	4.000%	548,000.00	2,838,000.00	2,986,487.50	148,487.50
06/30/2024	2,375,000.00	4.000%	456,400.00	2,831,400.00	2,983,312.50	151,912.50
06/30/2025	2,470,000.00	4.000%	361,400.00	2,831,400.00	2,983,125.00	151,725.00
06/30/2026	2,565,000.00	4.000%	262,600.00	2,827,600.00	2,978,475.00	150,875.00
06/30/2027	2,680,000.00	4.000%	160,000.00	2,840,000.00	2,989,362.50	149,362.50
06/30/2028	1,320,000.00	4.000%	52,800.00	1,372,800.00	1,429,937.50	57,137.50
Total	\$17,630,000.00	-	\$6,550,214.58	\$24,180,214.58	\$25,672,104.40	\$1,494,537.26

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,633,038.87
Net PV Cashflow Savings @ 2.205%(Bond Yield)	1,633,038.87
Transfers from Prior Issue Debt Service Fund	(341,710.65)
Contingency or Rounding Amount	2,647.44
Net Present Value Benefit	\$1,293,975.66
Net PV Benefit / \$18,597,000 Refunded Principal	6.958%
Net PV Benefit / \$17,630,000 Refunding Principal	7.340%
Bond Year Dollars	\$163,791.92
Average Coupon	3.9991074%
Average Life	9.291 Years
All Inclusive Cost (AIC)	2.4202137%

REF 2005 2007 & 2008 1.7. | Issue Summary | 1/9/2015 | 3:52 PM

RAYMOND JAMES



AGENDA ACTION FORM

Reappointment to the Historic Zoning Commission

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-13-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:

Approve reappointment.

Executive Summary:

Mr. Jim Henderson has agreed to be reappointed to the Historic Zoning Commission if approved by the Board of Mayor and Aldermen. His term will expire February 28, 2015. This reappointment will be for a three-year term effective immediately and will expire February 28, 2018.

Mr. Jim Henderson graduated from Clemson University receiving a Bachelor in Architecture in 1972. He has worked as an architect in Kingsport since 1973 and holds several professional registrations. Jim has served as Kingsport's Historic Zoning Commission Chairman for about 10 years.

Attachments:

- 1. None

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Reappointment to the Construction Board of Adjustments and Appeals

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-12-2015
Work Session: January 20, 2015
First Reading: N/A

Final Adoption: January 20, 2015
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:

Approve reappointment.

Executive Summary:

Mr. Hiram Rash has agreed to be reappointed to the Construction Board of Adjustments and Appeals if approved by the Board of Mayor and Aldermen. His term will expire February 28, 2015. This reappointment will be for a three-year term effective immediately and will expire February 28, 2018.

Mr. Hiram Rash is architect and part owner of Goins, Rash and Cain Construction Services and Cain, Rash, Est Architectural Services.

Attachments:

- 1. None

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Reappointment to the Kingsport Housing and Redevelopment Authority

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-16-2015
Work Session: January 20, 2015
First Reading: N/A
Final Adoption: January 20, 2015
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:
Approve reappointment.

Executive Summary:
Ms. Linda Calvert has agreed to be reappointed to the Kingsport Housing and Redevelopment Authority if approved by the Board of Mayor and Aldermen. The reappointment will be for a five-year term effective immediately and will expire February 29, 2020.

Attachments:
1. Bio

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

**Linda Wilson Calvert
P. O. Box 2084
Kingsport, TN 37662**

An experienced educational administrator with exemplary leadership and organizational skills. Extensive experience in policy analysis, proposal development, grants writing, curriculum development, program evaluation, budget development and strategic planning. An outstanding record of teaching and service and demonstrated success in academic administration; budget and personnel management; program and curriculum development; and accreditation.

PROFESSIONAL EXPERIENCE

Executive Director of Grant Development, NeSCC, January 2012 – present

- Develop grant development and management policies and procedures
- Research funding opportunities for faculty/staff/administration, and share those opportunities with all stakeholders in a timely fashion
- Help coordinate project and proposal development
- Coordinate proposal submission
- Provide ongoing training and consultation for faculty, staff, and administration on grant writing and management
- Committee/College Assignments - College Diversity Contact; Access2Success College Representative; Strategic Planning Review Team; Chair, Committee for Recruitment, Enrollment, and Retention of Underrepresented Populations; Chair, Grant and Resource Development Committee

Director, College Readiness Programs, NeSCC, July 2007 – 2011

- Responsible for the development, coordination and management of college readiness programs and initiatives and management of the WIA grant program.
- Research and write grant proposals that support college readiness programs or College Now initiatives.

Dean, Economic and Community Development/Community Education, Northeast State Community College (NeSCC), Blountville, Tennessee, July 1997 – 2007

- Provided leadership for all aspects of continuing education non-credit programs to include workforce development, continuing professional education, community service, corporate training, and civic and cultural programs
- Collaborated with area public, governmental, and educational agencies, community groups, nonprofit agencies and other potential clients to develop programs and services designed to meet local training needs
- Developed and implemented the following Northeast State Programs: College for Kids, College Connections, College for Kids Discovery Days, Nonprofit Professional Certification, WIA-In School Youth Grant Program and College Access Challenge Grant Program
- Authored and administered an American Council of Pharmacy Education (ACPE) accredited Pharmacy Technician Certification Exam Preparation Program
- Secured grant funding in excess of 1.5 million dollars in support of college programs for at risk students and college preparedness

Dean, Liberal Arts, Northeast State Technical Community College (NSTCC), 1993-1997
Associate Dean, Liberal Arts, NSTCC, 1989-93 (Tri-Cities State Technical Institute until 1990)

- Provided visionary leadership and accountability for university transfer program planning, development, implementation and evaluation; faculty hiring and professional development
- Guided the transition of Tri-Cities State Technical Institute to Northeast State Technical Community College through the organization of the Liberal Arts Division
- Facilitated the initial articulation agreement between Northeast State and East Tennessee State University; facilitated similar agreements with other colleges and universities including Tennessee Technological University, King College, and Milligan College.

Department Head, Mathematics and Science, Pellissippi State Technical Community College (PSTCC), Knoxville, TN, 1986-1989

- Responsible for developing the curriculum, scheduling classes, staffing the department, and reviewing faculty performance
- Taught 15 hours per academic year
- Served on numerous college committees, including chairperson of the College's Curriculum Committee

Instructor, Assistant Professor, and Associate Professor, Mathematics, PSTCC, 1980-1989, (State Technical Institute at Knoxville until 1988)

- Tenured in 1983; Promoted to Associate Professor, 1989
- Served as President of Faculty Council
- Honored as Outstanding Faculty Member

Mathematics Teacher, Knoxville, TN City School System, 1978-1980

Mathematics Teacher, West Point, MS Municipal Separate School System, 1976-1977

SELECTED PROFESSIONAL/COMMUNITY ACTIVITIES

- Member, City of Kingsport Centennial Committee, 2014 – 2017
- Commissioner, Kingsport Housing and Redevelopment Authority, 2004 – present; Commission Chair, 2007 & 2008; Vice-Chair, 2013, 2014
- Committee Chairperson, City of Kingsport/ Kingsport Housing & Redevelopment Authority Employee Scholarship Committee, 2010 – present
- President, Greater Kingsport Ministerial Alliance, 2011-present
- Chair, 2010 – 2011, United Way of Greater Kingsport, Helping Children and Youth Succeed Vision Council; Member, 2010 – present;
 - Developed proposal that resulted in Community Initiative Funding to support the Kingsport City Schools Family Resource Center
- Board Member, Virginia Tech, Appalachian Information Technology Extension Services State, 2009 - 2013
- Planning Committee Member Tennessee Economic Council on Women, Northeast Tennessee Women's Summit, - 2008, 2009
- Member, Hands On! Regional Museum Board of Directors, 2007 – Present
- Chair, South Central Kingsport Weed and Seed Strategy (a Department of Justice grant program), 2005 – 2010
- Board Member, Kingsport-Hawkins County Chapter of the American Red Cross, 2000 - 2006
 - Chairman, Strategic Planning Committee, 2003 -2005
 - Chairman, Major Giving, 2005 - 2006
- Team Leader, Tri-Cities TN/VA Quality Forum, 1998 – 2006
- Life Member, Alpha Kappa Alpha Sorority, Inc.

Cluster Coordinator, South Eastern Region (Alabama, Tennessee, and Mississippi),
2002-006; South Eastern Heritage Committee Member, 2006-2010

RECOGNITIONS/AWARDS

- Tennessee Higher Education Commission Harold Love Community Service Award, 2014
- Northeast State Community College Faculty/Staff Volunteer Award, 2014
- Kingsport Rotary Club Paul Harris Fellow, March 2013,
- Bristol YWCA Tribute to Women – Education, March 2013
- Tennessee School of Religion, Honorary Doctorate Degree, 2008
- Community Service Award, Black Faculty/Staff Association, East Tennessee State University, 2008
- Linda Calvert Day Proclamation, City of Kingsport, May 20, 2009
- Milligan College Servant in Christian Leadership Award, 2007
- Community Leadership Award, Tennessee Conference of the NAACP, 2007

GRANT ADMINISTRATION EXPERIENCE

WIA In-School Youth Programs, 2000 - 2011

College Access Challenge Grant Program, 2009 - 2010

WIA Out-of-School Youth Programs, 2003 – 2004

Department of Justice Weed and Seed Program, 2005 - 2010

EDUCATION/TRAINING

- NeSCC President's Targeted Leadership Development Program, AY 2011-2012
- 2011 Maxine Smith Fellows Program, Tennessee Board of Regents
- MS, Mathematics Education, University of Tennessee, Knoxville, TN, 1983
Additional Studies, University of Tennessee and East Tennessee State University
- BS, Mathematics, Mississippi University for Women, Columbus, MS, 1976

CERTIFICATIONS

- Program Facilitator, 7-Habits of Highly Effective People, 2001
- Program Facilitator, STEPS – Steps to Excellence for Personal Success, 2010
- Program Facilitator, Who We Are Counts, 2012

OTHER

Wilson-Calvert Annual Scholarship, Northeast State Community College - Established in 2010 to support female students pursuing degrees in mathematics, science, or engineering.



AGENDA ACTION FORM

Appointment to the Visitor Enhancement Program Advisory Board

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-22-2015
 Work Session: January 20, 2015
 First Reading: N/A

Final Adoption: January 20, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Phillips

Recommendation:

Approve appointment.

Executive Summary:

Ms. CeeGee McCord has agreed to be serve on the Visitor Enhancement Program Advisory Board if approved by the Board of Mayor and Aldermen. This appointment will be for a three-year term effective immediately and will expire January 31, 2018.

Attachments:

1. Bio

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

CeeGee McCord
Manager of Global Community Affairs and Corporate Social Responsibility
Eastman Chemical Company

- McCord is a part of Eastman's public affairs team and has worked in corporate communications and government affairs. Prior to Eastman, she was employed for almost 20 years in the nonprofit and public service sector.
- Bachelors degree in management from Georgia Institute of Technology
- Masters degree in public administration from Kennesaw State University.
- Certificate Organizational Psychology from Georgia Institute of Technology.
- Past Chair and Commissioner of the Kingsport Housing and Redevelopment Authority
- Serving a second year as Treasurer for the Kingsport Chamber of Commerce (served previously as Chair of their Legislative Committee)
- Served as the Chair of the Kingsport Community Foundation
- Served on the Board of the United Way of Tennessee
- Board member of South Carolina Business and Industry Education Coalition (BIPEC)
- Served as Vice-Chair of the Pennsylvania Chemical and Industry Council (PCIC).
- Currently Vice-Chair of the American Chemistry Council State Affairs Committee
- Currently, a member of the Frontier Health Board
- Currently, serves on the Church Leadership Council for First Broad Street United Methodist Church